



**Registration of a Charge**

Company name: **STENHOUSEMUIR FOOTBALL CLUB COMMUNITY INTEREST  
COMPANY**

Company number: **SC126838**



Received for Electronic Filing: **17/09/2014**

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**Details of Charge**

Date of creation: **10/09/2014**

Charge code: **SC12 6838 0005**

Persons entitled: **SIS (COMMUNITY FINANCE) LIMITED**

Brief description: **ALL AND WHOLE THAT PIECE OF GROUND BEING PART OF THE  
LANDS OF STENHOUSE IN THE PARISH OF LARBERT AND COUNTY  
OF STIRLING CONTAINING 4 ACRES 2 ROODS, 23 POLES AND 12  
YARDS OR THEREBY IMPERIAL MEASURE KNOWN AS 'OCHILVIEW  
PARK', STENHOUSEMUIR, LARBERT AND BEING THE SUBJECTS  
MORE PARTICULARLY DESCRIBED IN, IN FEU FARM DISPONED BY  
AND DELINEATED AND EDGED IN PINK ON THE PLAN ANNEXED AND  
SIGNED AS RELATIVE TO FEU DISPOSITION BY CHRISTOPHER BELL  
SHERIFF IN FAVOUR OF DAVID BROWN AND OTHERS AS THE THEN  
TRUSTEES FOR THE STENHOUSEMUIR FOOTBALL CLUB DATED 24  
NOVEMBER AND RECORDED IN THE DIVISION OF THE GENERAL  
REGISTER OF SASINES APPLICABLE TO THE COUNTY OF STIRLING  
ON 14 DECEMBER, BOTH MONTHS 1926, UNDER EXCEPTION OF  
(FIRST) ALL AND WHOLE THAT PIECE OF GROUND IN THE SAID  
PARISH AND COUNTY CONTAINING 0.348 ACRES OR THEREBY MORE  
PARTICULARLY DESCRIBED IN, DISPONED BY AND DELINEATED  
AND COLOURED GREEN ON THE PLAN ANNEXED AND EXECUTED AS  
RELATIVE TO DISPOSITION BY THE TRUSTEES FOR STENHOUSEMUIR  
FOOTBALL CLUB IN FAVOUR OF A MCCOWAN & SONS LIMITED DATED  
2 FEBRUARY AND RECORDED IN THE SAID DIVISION OF THE GENERAL  
REGISTER OF SASINES ON 9 FEBRUARY, BOTH DATES OF 1948 AND  
(SECOND) ALL AND WHOLE THAT PLOT OF GROUND CONTAINING 690  
SQUARE YARDS OR THEREBY ALL IN THE SAID PARISH AND COUNTY**

**MORE PARTICULARLY DESCRIBED IN, DISPOSED BY AND DELINEATED ON THE PLAN ANNEXED AND SIGNED AS RELATIVE TO DISPOSITION BY THE TRUSTEES FOR STENHOUSEMUIR FOOTBALL CLUB IN FAVOUR OF JAMES FORBES JONES AND OTHERS AS TRUSTEES OF STENHOUSEMUIR SOCIAL CLUB DATED 13 NOVEMBER 1967 AND RECORDED IN THE SAID DIVISION OF THE GENERAL REGISTER OF SASINES ON 26 JANUARY 1968; TOGETHER WITH (ONE) THE BUILDINGS ERECTED ON THE PROPERTY AND THE HERITABLE PLANT AND EQUIPMENT, FIXTURES AND FITTINGS THEREIN AND THEREON; (TWO) THE WHOLE COMMON, ACCESS AND OTHER RIGHTS THEREIN AND THERETO; (THREE) THE TEINDS, PARSONAGE AND VICARAGE; (FOUR) THE PARTS, PRIVILEGES AND PERTINENTS AND (FIVE) THE COMPANY'S WHOLE RIGHT, TITLE AND INTEREST PRESENT AND FUTURE IN AND TO THE PROPERTY.**

**Contains negative pledge.**

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## **Authentication of Form**

**This form was authorised by: a person with an interest in the registration of the charge.**

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## **Authentication of Instrument**

**Certification statement: WE 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: MORTON FRASER LLP**



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

Company number: 126838

Charge code: SC12 6838 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th September 2014 and created by STENHOUSEMUIR FOOTBALL CLUB COMMUNITY INTEREST COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2014 .

Given at Companies House, Edinburgh on 18th September 2014

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**

STANDARD SECURITY

by

STENHOUSEMUIR FOOTBALL  
CLUB COMMUNITY INTEREST  
COMPANY

in favour of

SIS (COMMUNITY FINANCE)  
LIMITED

Property: Ochilview Park,  
Stenhousemuir

2014

SY/SO527/X127

**MORTON FRASER** 

This Standard Security is granted by:-

- (1) Stenhousemuir Football Club Community Interest Company incorporated under the Companies Acts (Company Number SC126838) and having its Registered Office at Ochilview Park, Gladstone Road, Stenhousemuir FK5 4QL ("**Chargor**");

in favour of

- (2) SIS (Community Finance) Limited incorporated under the Companies Acts (Company Number SC220983) and having its Registered Office at 12 Broughton Place, Edinburgh, EH1 3RX ("**Chargee**").

## 1 Definitions

**"Charged Property"** means the Property and the present and future goodwill, so far as heritable, of any business now or at any time carried on by or on behalf of the Chargor upon all or any part of, or in connection with, the Property.

**"Expenses"** means all expenses (on a full indemnity basis) incurred by the Chargee at any time in connection with the Property or the Indebtedness or in entering into the Standard Security or in preserving, defending or enforcing the security created by the Standard Security or in exercising any power under the Standard Security or otherwise, with interest (at the rate charged to the Chargor by the Chargee from time to time) from the date on which they are incurred.

**"Indebtedness"** means all sums of principal, interest (at the rate charged to the Chargor by the Chargee from time to time) and Expenses which are now and which may at any time or in any currency become due to the Chargee by the Chargor whether alone or jointly with another person and whether as principal or cautioner.

**"Property"** means ALL and WHOLE that piece of ground being part of the lands of Stenhouse in the Parish of Larbert and County of Stirling containing 4 acres 2 roods, 23 poles and 12 yards or thereby Imperial Measure known as 'Ochilview Park', Stenhousemuir, Larbert and being the subjects more particularly described in, in feu farm disposed by and delineated and edged in pink on the plan annexed and signed as relative to Feu Disposition by Christopher Bell Sheriff in favour of David Brown and Others as the then Trustees for the Stenhousemuir Football Club dated 24 November and recorded in the Division of the General Register of Sasines applicable to the County of Stirling on 14 December, both months 1926, under exception of (First) ALL and WHOLE that piece of ground in the said Parish and County containing 0.348 acres or thereby more particularly described in, disposed by and delineated and coloured green on the plan annexed and executed as relative to Disposition by the Trustees for Stenhousemuir Football Club in favour of A McCowan & Sons Limited dated 2 February and recorded in the said Division of the General Register of Sasines on 9 February, both dates of 1948 and (Second) ALL and WHOLE that plot of ground containing 690 square yards or thereby all in the said Parish and County more particularly described in, disposed by and delineated on the plan annexed and signed as relative to Disposition by the Trustees for Stenhousemuir Football Club in favour of James Forbes Jones and Others as Trustees of Stenhousemuir Social Club dated 13 November 1967 and recorded in the said Division of the General Register of Sasines on 26 January 1968; TOGETHER WITH (One) the buildings erected on the Property and the heritable plant and equipment, fixtures and fittings therein and thereon; (Two) the whole common, access and other rights therein and thereto; (Three) the teinds, parsonage and vicarage; (Four) the parts, privileges and pertinents and (Five) the Chargor's whole right, title and interest present and future in and to the Property.

**"Standard Conditions"** means the standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended) and any lawful variation to them operative for the time being.

**"Standard Security"** means this standard security.

## 2 Interpretation

In this Standard Security:-

- 2.1 references to a numbered Clause without further amplification are references to the Clause so numbered,
- 2.2 each of the expressions in the first column above has the meaning appearing opposite that expression in the second column above,
- 2.3 words importing any gender shall include the other genders, words importing the singular number shall include the plural and vice versa,
- 2.4 the expression "the Chargee" includes its successors and assignees, and
- 2.5 references to a "person" shall be construed as a reference to any person, firm, company, corporation or any association or partnership (whether or not having separate legal personality) or to two or more of the foregoing.

## 3 Chargor Undertaking

The Chargor undertakes to pay to the Chargee on demand the Indebtedness.

## 4 Charge

As security for the payment and discharge of its obligations under the Standard Security and for the Indebtedness, the Chargor grants a standard security in favour of the Chargee over the Charged Property.

## 5 Application of Standard Conditions

The Standard Conditions shall apply as varied in accordance with Clause 6.

## 6 Variation of Standard Conditions

The Standard Conditions shall be varied as follows:-

### 6.1 Insurance Cover

The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Property and not its market value.

### 6.2 Endorsement of Insurance Policy

All policies of insurance affording cover in respect of the Property shall be disclosed to the Chargee by the Chargor in order that they may be written or endorsed for the interest of the Chargee and the Chargor as the Chargee may require and shall in other respects be deemed to have been effected under Standard Condition 5(a).

### 6.3 Assignment of Insurance Proceeds

The Chargor assigns their whole right, title and interest in and to the all rights, benefits and claims (present and future) under the policy or policies of insurance affording cover in respect of the Property or any interest in the Property effected from time to time in accordance with the provisions of the Standard Security to the Chargee.

### 6.4 Application of Insurance Proceeds

All monies becoming payable under the policies of insurance referred to in Clause 6.2 shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Chargee so requires, in or towards the discharge of the Indebtedness.

#### 6.5 Restrictions on Dealings with the Property

The Chargor shall not:

- 6.5.1 create or agree to create a subsequent security over the Charged Property or any part of them or convey or otherwise transfer the Charged Property or any part of them, or
- 6.5.2 make directly or indirectly any application for planning permission in relation to the Property or any part of it, or
- 6.5.3 make an application for an improvement grant or other grant in respect of the Property or any part of it, or
- 6.5.4 create or agree to create any servitude or real burden over the Property or any part of it

without obtaining the prior written consent of the Chargee in all cases which consent, if granted, may be so granted subject to such conditions as the Chargee may see fit to impose.

#### 6.6 Moveables

If the Chargee shall enter into possession of the Property the Chargee shall be entitled at the expense and risk of the Chargor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Property and not removed within 14 days of the Chargee entering into possession; the Chargee shall not be liable for any loss or damage occasioned by the exercise of this entitlement but the Chargee shall account for the proceeds of any sale of the furniture, goods or equipment after deducting all expenses incurred by the Chargee in connection with the sale.

### 7 Declarations

#### 7.1 Breach of Obligations

If there shall be any breach of the obligations contained or referred to in the Standard Security the Chargee shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Chargor, to withhold further loan facilities or advances from the Chargor and to return, without making payment of them, cheques, direct debits and other like documents drawn on the Chargee by the Chargor or otherwise bearing to be payable by the Chargee to the Chargor's order.

#### 7.2 Notice of Subsequent Charge

If the Chargee receives notice of any subsequent charge or other interest affecting all or any part of the Property the Chargee may open a new account or accounts in the name of the Chargor and, if or in so far as the Chargee does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Chargee shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Chargee at the time when it received the notice.

## 7.3 Certificate

The sums due by the Chargor to the Chargee shall be conclusively ascertained by certificate ("the Certificate") by an official or manager of the Chargee.

## 7.4 Arrangements with Others

The Chargee may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the Standard Security and the liability of the Chargor to the Chargee under the Standard Security) allow any person any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person.

## 7.5 Preservation of the Chargee's Claims Against Others

If the Chargor is liable under the Standard Security for the debts of another person then:

7.5.1 the Chargor shall not in competition with or in priority to the Chargee make any claim against that other person nor take or share in or enforce any security in respect of such debts until such debts have been paid to the Chargee in full,

7.5.2 the liability of the Chargor under the Standard Security shall not be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable, and

7.5.3 the Chargee may place to the credit of a suspense account for so long as it considers desirable any monies received in respect of such debts without any obligation to apply them towards payment of such debts and, in applying monies towards payment of such debts, the Chargee may appropriate them towards such part or parts of the debts as it thinks fit.

## 8 Warrandice and Registration

The Chargor grants warrandice and consents to registration of the Standard Security and each and every Certificate for execution.

IN WITNESS whereof these presents are executed for and on behalf of the Chargor as follows:-

For **STENHOUSEMUIR FOOTBALL CLUB COMMUNITY INTEREST COMPANY**

signature of Director/Secretary/authorised  
signatory/witness

*Mark I McNamee*  
full name of above (print)

address of witness

signature of Director/Secretary/authorised  
signatory

*William Baroch*  
full name of above (print)

*03/09/14*  
Date of signing

*OCHILVIEW PARK, STENHOUSEMUIR*  
Place of signing



