Companies House

MR01 (ef)

Registration of a Charge

Company name: **SLEAT COMMUNITY TRUST**

Company number: **SC264198**

Received for Electronic Filing: **03/03/2020**

X90218VT

Details of Charge

Date of creation: **29/02/2020**

Charge code: **SC26 4198 0007**

Persons entitled: **THE HIGHLAND COUNCIL**

Brief description: **ALL AND WHOLE THAT AREA OF GROUND EDGED RED ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THE STANDARD SECURITY AT ARDVASAR, ISLE OF SKYE BEING PART AND PORTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER INV21400**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STEPHEN HIGGINS**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 264198

Charge code: SC26 4198 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th February 2020 and created by SLEAT COMMUNITY TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2020 .

Given at Companies House, Edinburgh on 4th March 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

STANDARD SECURITY

by

SLEAT COMMUNITY TRUST

in favour of

THE HIGHLAND COUNCIL

Stewart Fraser

Head of Corporate Governance

The Highland Council

STANDARD SECURITY

by

(1) Sleat Community Trust, incorporated under the Companies Acts (Registered Number SC264198), a registered Scottish Charity (Charity Number SC035316) and having their Registered Office at Faoilinn Cottage, Armadale, Sleat, Isle of Skye, IV45 8RS and includes successors and representatives (the "**Granter**");

in favour of

(2) The Highland Council, established in terms of the Local Government etc. (Scotland) Act 1994 having its principal office at Council Buildings, Glenurquhart Road, Inverness IV3 5NX (the "**Council**").

WHEREAS:

(A) The Granter has undertaken or is about to undertake the Secured Obligations to the Council; and

(B) The Parties have agreed that the Secured Obligations shall be secured over the Property.

THEREFORE the Granter hereby agrees and undertakes as follows:

1 **Interpretation**

1.1 In this Standard Security:

"**Parties**" means the Grantee and the Council and "Party" refers to either of them as the context requires;

"**Property**" means ALL and WHOLE that area of ground edged red on the plan annexed and executed as relative hereto and being PART and PORTION of the subjects registered in the Land Register of Scotland under Title Number INV21400;

"**Secured Documentation**" means the grant agreement constituted by the offer of grant made by the Council dated 22nd November 2019 and the Grantee's acceptance thereof dated 9th December 2019, as amended by the Letter of Variation made by the Council dated 5th February 2020 and the Grantee's acceptance thereof dated 18th February 2020 for the provision of grant funding of up to THREE HUNDRED AND ELEVEN THOUSAND SIX HUNDRED AND FIFTY TWO POUNDS (£311,652) STERLING from the Scottish Government Regeneration Capital Grant Fund;

"**Secured Obligations**" means the performance of the obligations incumbent on the Granter, and payment or repayment of any and all sums which may become due, in terms of the Secured Documentation;

"**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; and

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

1.2 Clause headings shall not affect the interpretation of this Standard Security.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assignees.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to any party shall include that party's personal representatives, successors and permitted assignees.

1.7 Any reference to a Scottish legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than Scotland, be deemed to include a reference to what most nearly approximates to the Scottish legal term in that jurisdiction.

1.8 References to clauses are to the clauses of this Standard Security.

1.9 Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2 **Grant of Security**

The Granter, in security of the Secured Obligations, GRANTS a Standard Security in favour of the Council over the Property.

3 **Standard Conditions**

Except as otherwise varied by the Secured Documentation, the Standard Conditions shall apply to this Standard Security.

4 **Restrictions Relating to the Property**

4.1 The Grantee shall not at any time during the continuance of the security without the consent in writing of the Council:

4.1.1 part with occupation of the Property or any part of it or grant any servitude, wayleave, real burden or water or drainage rights or other continuing rights upon or affecting the Property or any part of it;

4.1.2 create a subsequent security over the Property or any part of it or convey or otherwise transfer the Property or any part of it;

4.1.3 make directly or indirectly any application for planning permission in relation to the Property or any part of it,

4.1.4 transfer the Property under burden of this Standard Security.

5 **Ultimate Loss Clause**

The security created by this Standard Security shall be a security to the Council for any balance which may remain due to the Council after applying any payments received by the Council from any person (including any liquidator, receiver, administrator, trustee in sequestration or trustee under any trust deed for creditors) in respect of the Secured Obligations and the Grantee shall not be entitled to require from the Council any assignation of those obligations or any part of them or to rank in any liquidation, receivership, administration or sequestration or under any trust deed in respect of any payment made by the Grantee to the Council or to have the benefit of any securities held by the Council until the whole amount secured by this Standard Security has been paid or settled in full.

6 **Assignation**

The Council may assign this Standard Security to any other lender or person without consent or approval of the Grantee.

7 **Warrandice**

The Granter grants warrandice but excepting therefrom the Lease between the Granter and Alistair MacGillivray trading as MacGillivray Motors dated 5th March and registered in the Books of Council and Session on 9th September both months in the year 2008.

8 **Registration**

The Granter consents to registration of this Standard Security and any Certificates for execution.

IN WITNESS WHEREOF these presents printed on this and the three preceding pages, together with the plan annexed and executed as relative hereto, are subscribed for and on behalf of Sleat Community Trust

at: SCT Offices, Armadale, Sleat

on: 24/2/20

by: ..... MARTIN MACGILLIVRAY

(Signature) (Full Name) Authorised Signatory/Director

(delete as appropriate)

before

..... Witness (Signature)

M. SHUCKSMITH Witness Name (Please Print)

Drumara, Balnacoura Witness Address

IV40 8DS

This is the Plan referred to in the foregoing Standard Security by Sleat Community Trust in favour of The Highland Council

NORTH

OWNERSHIP BOUNDARY MARKED IN BLUE

PLANNING BOUNDARY MARKED IN RED

24/2/20.

M 1:2500

0 50 100 150 200 250 [m]

do not scale from this drawing• dimensions and levels to be checked on site by the contractor• all dimensions in millimetres unless otherwise noted • all levels in metres unless otherwise noted

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Mill Studio, Struan Road, Portree, Isle of Skye, IV51 9EG
tel. 0(44)1478 613379
www.ruraldesign.co.uk studio@ruraldesign.net

RURAL DESIGN ARCHITECTS

Client	Project				
Sleat Community Trust	Armadale Trading Site Redevelopment				
Scale	Date	Drawn	Status	Drawing Title	Drg No.
1:2500@A3	June 2018	NM	Planning	Location Plan	**333/pl/001a**