



Registration of a Charge

Company name: **CACHET PROPERTY SERVICES LIMITED**

Company number: **SC271829**



X7WC0136

Received for Electronic Filing: **03/01/2019**

Details of Charge

Date of creation: **31/12/2018**

Charge code: **SC27 1829 0014**

Persons entitled: **ALDERMORE BANK PLC**

Brief description: **4 LINKS ROAD, TAYPORT, FIFE, DD6 9EE REGISTERED UNDER TITLE NUMBER FFE85313**

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: **DAVID WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 271829

Charge code: SC27 1829 0014

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st December 2018 and created by CACHET PROPERTY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2019 .

Given at Companies House, Edinburgh on 4th January 2019

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 incorporated security terms form an important deed securing all sums due or that may become due to the Lender by you. If the Lender is not paid you may lose the property charged. We recommend you take Independent Legal Advice on the effect of this deed.

SHAWBROOK

STANDARD SECURITY

In this deed the expressions set out below shall have the following meanings and effect:

The Borrower: Cachet Property Services Limited (Company Number SC271829) incorporated under the Companies Acts and having their registered office at Stannergate House, 41 Dundee Road West, Broughty Ferry, Dundee, Angus, DD5 1NB

Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally

1. The Lender

Shawbrook Bank Limited (Registered Number 388466) having their Registered Office at Lutea House, The Drive, Warley Hill Business Park, Brentwood, Essex CM13 3BE

2. The Loan Such sums of money agreed to be advanced by the Lender to the Borrower

3. The Consentor
(where applicable):

being the non-entitled Spouse of the Borrower residing at the Property

4. The Property The heritable subjects known as


ALL and WHOLE subjects known as and forming 4 Links Road Tayport Fife DD6 9EE being the subjects registered under Title Number FFE85313

Together with the whole buildings and others erected thereon, the goodwill of the business carried on from the Property, the whole fittings, fixtures, plant and machinery so far as heritable and all trade and working utensils, equipment, machinery, furniture and furnishings, the mines, metals and minerals, the parts, privileges and pertinents and the Borrowers whole right, title and interest present and future in and to the said Property and all rights of access and egress therefrom and thereto.

The Borrower in security of (a) all monies due by the Borrower and Consentor (if any) to the Lender now or at any future time in any manner or in any respect whatsoever, whether due by the Borrower solely or jointly and severally with any person or persons, firm, corporation or other body under any Agreement between them and under this Standard Security and (b) all other obligations due by the Borrower to the Lender under this Standard Security or as described in the Lender's Commercial Mortgage Terms and Conditions dated 5 April, 2018 and registered in the Books of Council and Session on 30 May, 2018, with the consent of the Consentor (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 grants a Standard Security in favour of the Lender over the Property. The Consentor (if any) consents to the making of the Loan. The Borrower hereby undertakes to the Lender (a) in the event of the Lender becoming entitled in law to enter into possession of the Property, that the Lender upon entering into possession of the Property shall (but only in respect of matters hereinafter mentioned) become and be the agent of the Borrower with the authority at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of any furniture or effects of the Borrower which the Borrower shall refuse or omit to remove from the Property in such manner as the Lender may think fit and (b) to insure the Property and that to the full reinstatement value. The Borrower, if single or the sole proprietor of the Property, hereby declares that the Property is neither a matrimonial home in relation to which any spouse of the Borrower has occupancy rights in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) nor a family home in relation to which any civil partner of the Borrower has occupancy rights in terms of the Civil Partnership Act 2004 (as amended).

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by the Redemption of Standard Securities (Scotland) Act 1971 (and as varied by the above mentioned Lending Terms and Conditions, a copy of which the Borrower hereby acknowledges receipt), and any lawful variation thereof operative for the time being shall apply; And the Consentor (if any) consents to the Borrower(s) dispensing with or shortening the period of any Calling-Up Notice served in terms of Section 19(10) of the said Conveyancing and Feudal Reform (Scotland) Act 1970; but the Security hereby granted is subject to a Standard Security granted by the Borrower in favour of

And subject as aforesaid the Borrower grants warrandice; And the Borrower(s) consent to registration of this Standard Security for execution: IN WITNESS WHEREOF these presents are executed by the Borrower and the Consentor (if any) at Dundee on the 18th day of December Two thousand and 18 before these witnesses

Witness Signature 

Witness Name (CAPITALS) (AS BEGOW)

Address

Occupation

Witness Signature 

Witness Name (CAPITALS)

Address

Occupation Campbell Victor Donaldson

Solicitor & Notary Public

Lawson Coull & Duncan

136-138 Nethergate

Dundee

DD1 4PA

DIRECTORS SIGNATURE

FULL NAME OF DIRECTOR

CAROLINE DUNN DIRECTOR

CAROLINE DUNN

Conveyancing and Feudal Reform (Scotland) Act 1970, Schedule 3 (as amended, by the Redemption of Standard Securities (Scotland) Act 1971): The Standard Conditions

1. Maintenance and repair

It shall be an obligation on the debtor:

- (a) to maintain the security subjects in good and sufficient repair to the reasonable satisfaction of the creditor;
- (b) to permit after seven clear days' notice in writing the creditor or his agent to enter upon the security subjects at all reasonable times to examine the condition thereof;
- (c) to make all necessary repairs and make good all defects in pursuance of his obligation under head (a) of this condition within such reasonable period as the creditor may require by notice in writing.

2. Completion of buildings, etc. and prohibition of alterations, etc.

It shall be an obligation on the debtor:

- (a) to complete as soon as may be practicable any unfinished buildings or works forming part of the security subjects to the reasonable satisfaction of the creditor;
- (b) not to demolish, alter or add to any buildings or works forming part of the security subjects except in accordance with the terms of a prior written consent of the creditor and in compliance with any consent, licence or approval required by law;
- (c) to exhibit to the creditor at his request evidence of that consent, licence or approval.

3. Observance of conditions in title, payment of duties, charges, etc., and general compliance with requirements of law relating to security subjects

It shall be an obligation on the debtor:

- (a) to observe any condition or perform any obligation in respect of the security subjects lawfully binding on him in relation to the security subjects;
- (b) to make due and punctual payment of any ground burden, teind, stipend, or standard charge and any rates, taxes and other public burdens and any other payments exigible in respect of the security subjects;
- (c) to comply with any requirement imposed upon him in relation to the security subjects by virtue of any enactment.

4. Planning notices, etc.

It shall be an obligation on the debtor:

- (a) where he has received any notice or order issued or made by virtue of the Town and Country Planning (Scotland) Acts 1947 to 1969 or any amendment thereof or any proposal so made for the making or issuing of any such notice or order or any other notice or document affecting or likely to affect the security subjects to give to the creditor within 14 days of the receipt of that notice or order or proposal full particulars thereof;
- (b) to take as soon as practicable all reasonable or necessary steps to comply with such a notice or order, or as the case may be duly to object thereto;
- (c) in the event of the creditor so requiring to object or to join with the creditor in objecting to any such notice or order or in making representations against any proposal therefor.

5. Insurance

It shall be an obligation on the debtor:

- (a) to insure the security subjects or at the option of the creditor to permit the creditor to insure the security subjects in the names of the creditor and the debtor to the extent of the market value thereof against the risk of fire and such other risks as the creditor may reasonably require;
- (b) to deposit any policy of insurance effected by the debtor for the aforesaid purpose with the creditor;
- (c) to pay any premium due in respect of any such policy and where the creditor so requests to exhibit a receipt therefor not later than the fourteenth day after the renewal date of the policy;
- (d) to intimate to the creditor within 14 days of the occurrence any occurrence which may give rise to a claim under the policy and to authorise the creditor to negotiate the settlement of the claim;
- (e) without prejudice to any obligation to the contrary enforceable against him to comply with any reasonable requirement of the creditor as to the application of any sum received in respect of such a claim;
- (f) to refrain from any act or omission which would invalidate the policy.

6. Restrictions on letting

It shall be an obligation on the debtor not to let or agree to let the security subjects or any part thereof without the prior consent in writing of the creditor and to let in this condition includes to sub-let.

7. General power of creditor to perform obligations, etc. on failure of debtor and power to charge debtor

- (1) The creditor shall be entitled, to perform any obligation imposed by the standard conditions on the debtor which the debtor has failed to perform.
- (2) Where it is necessary for the performance of any obligation as aforesaid the creditor may after giving seven clear days' notice in writing to the debtor enter upon the security subjects at all reasonable times.
- (3) All expenses and charges (including any interest thereon) reasonably incurred by the creditor in the exercise of a right conferred by this condition shall be recoverable from the debtor and shall be deemed to be secured by the security subjects under the standard security and the rate of any such interest shall be the rate in force at the relevant time in respect of advances secured by the security or where no such rate is prescribed shall be the bank rate in force at the relevant time.

8. Calling-up

The creditor shall be entitled, subject to the terms of the security and to any requirement of law, to call up a standard security in the manner prescribed by section 19 of this Act.

9. Default

- (1) The debtor shall be held to be in default in any of the following circumstances, that is to say:
 - (a) where a calling-up notice in respect of the security has been served and has not been complied with;
 - (b) where there has been a failure to comply with any other requirement arising out of the security;
 - (c) where the proprietor of the security subjects has become insolvent.

- (2) For the purposes of this condition the proprietor shall be taken to be insolvent if:

- (a) he has become not our bankrupt or he has executed a trust deed for behoof of or has made a composition contract or arrangement with his creditors;
- (b) he has died and a judicial factor has been appointed under section 11A of the Judicial Factors (Scotland) Act 1889 to divide his insolvent estate among his creditors or his estate fails to be administered in accordance with an order under section 421 of the Insolvency Act 1986;
- (c) where the proprietor is a company a winding up order has been made with respect to it or a resolution for voluntary winding-up (other than a members' voluntary winding-up) has been passed with respect to it or a receiver or manager of its undertaking has been duly appointed or possession has been taken by or on behalf of the holders of any debentures secured by a floating charge of any property of the company comprised in or subject to the charge.

10. Rights of creditor on default

- (1) Where the debtor is in default the creditor may without prejudice to his exercising any other remedy arising from the contract to which the standard security relates exercise in accordance with the provisions of Part 2 of this Act and of any other enactment applying to standard securities such of the remedies specified in the following sub-paragraphs of this standard condition as he may consider appropriate.
- (2) He may proceed to sell the security subjects or any part thereof.
- (3) He may enter into possession of the security subjects and may receive or recover feu duties ground annuals or as the case may be the rents of those subjects or any part thereof.
- (4) Where he has entered into possession as aforesaid he may let the security subjects or any part thereof.
- (5) Where he has entered into possession as aforesaid there shall be transferred to him all the rights of the debtor in relation to the granting of leases or right of occupancy over the security subjects and to the management and maintenance of those subjects.
- (6) He may effect all such repairs and may make good such defects as are necessary to maintain the security subjects in good and sufficient repair; and may effect such reconstruction alteration and improvement on the subjects as would be expected of a prudent proprietor to maintain the market value of the subjects and for the aforesaid purposes may enter on the subjects at all reasonable times.
- (7) He may apply to the court for a decree of foreclosure.

11. Exercise of right of redemption

- (1) The debtor shall be entitled to exercise his right (if any) to redeem the security on giving notice of his intention so to do being a notice in writing (hereinafter referred to as a notice of redemption).
- (2) Nothing in the provisions of this Act shall preclude a creditor from waiving the necessity for a notice of redemption or from agreeing to a period of notice of less than to which he is entitled.
- (3) (a) A notice of redemption may be delivered to the creditor or sent by registered post or recorded delivery to him at his last known address, and an acknowledgement signed by the creditor or his agent or a certificate of postage by the person giving the notice accompanied by the postal receipt shall be sufficient evidence of such notice having been given.
(b) If the address of the creditor is not known or if the packet containing the notice of redemption is returned to the sender with intimation that it could not be delivered a notice of redemption may be sent to the Factor of the Court of Session and an acknowledgement of receipt by him shall be sufficient evidence of such notice having been given.
(c) A notice of redemption sent by post shall be held to have been given on the next day after the day of posting.
- (4) When a notice of redemption states that a specified amount will be repaid and it is subsequently ascertained that the whole amount due to be repaid is more or less than the amount specified in the notice the notice shall nevertheless be effective as a notice of repayment of the amount due as subsequently ascertained.
- (5) Where the debtor has exercised a right to redeem and has made payment of the whole amount due or has performed the whole obligations of the debtor under the contract in which the security relates the creditor shall grant a discharge in the terms prescribed in section 17 of this Act.

12. The debtor shall be personally liable to the creditor for the whole expenses of the preparation and execution of the standard security and any variation or restriction and discharge thereof and where any of those deeds are recorded the recording thereof and all expenses reasonably incurred by the creditor in calling-up the security and realising or attempting to realise the security subjects or any part thereof and exercising any other powers conferred upon him by the security.

Interpretation

In this Schedule where the debtor is not the proprietor of the security subjects "debtor" means "proprietor" except:

- (a) in standard conditions 9(1), 10(1) and 12; and
- (b) in standard condition 11 where "debtor" includes the proprietor.

B.P. Durn Director
B.P. Durn Director