



**Registration of a Charge**

Company name: **Seafield Park Transport Limited**

Company number: **SC316520**



X69KPOW8

Received for Electronic Filing: **28/06/2017**

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**Details of Charge**

Date of creation: **19/06/2017**

Charge code: **SC31 6520 0001**

Persons entitled: **RBS INVOICE FINANCE LIMITED**

Brief description: **N/A**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **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:

**ADDLESHAW GODDARD LLP**



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

Company number: 316520

Charge code: SC31 6520 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 19th June 2017 and created by Seaford Park Transport Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2017 .

Given at Companies House, Edinburgh on 29th June 2017

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 IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND RBSIF IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

## Definitions

<b>RBSIF:</b>	RBS Invoice Finance Limited
<b>Debt Purchase Agreement:</b>	Any debt purchase facility between RBSIF and the Client
<b>Client:</b>	Seafield Park Transport Ltd <b>Registered No:</b> SC316520 of Park Farm, Nairn, Inverness-Shire, IV12 5RZ
<b>Client's Obligations:</b>	All the Client's liabilities to RBSIF of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with RBSIF's charges, Interest and Expenses
<b>Debts:</b>	Has the meaning given to that expression in any Debt Purchase Agreement
<b>Expenses:</b>	All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with the Property or the Client's Obligations or in taking or perfecting this document or in assigning discharging preserving defending or enforcing the security created by this document or in exercising any power under this document or otherwise with Interest from the date they are incurred
<b>Floating Charge:</b>	The floating charge granted under Clause 2
<b>Interest:</b>	Interest at the same rate as the discounting charge charged to the Client by RBSIF from time to time
<b>Property:</b>	The whole and any part of the property charged by Clause 2
<b>Required Currency:</b>	The currency or currencies in which the Client's Obligations are expressed from time to time
<b>Subsidiary:</b>	Has the meaning given in Section 1159 of the Companies Act 2006

## Undertaking to Pay

- 1 **The Client** undertakes to pay and discharge on demand signed by an official or manager of RBSIF the Client's Obligations

## Floating Charge

- 2 **As** a continuing security for the payment and discharge of the Client's Obligations, the Client grants to RBSIF a floating charge over the whole of the property (including uncalled capital) which is or may be from time to time while the floating charge is in force comprised in the property and undertaking of the Client. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Clause 2 (and the floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

## Ranking

- 3.1 **Unless** otherwise agreed in writing by RBSIF, the Floating Charge will, subject to Section 464(2) of the Companies Act 1985 and to Clause 3.2, rank in priority to any fixed security and any other floating charge which will be created by the Client after its execution of this document

- 3.2 **Any** fixed security granted by the Client in favour of RBSIF either before or after the Client's execution of this document will in all respects rank in priority to the Floating Charge

#### **Restrictions**

- 4 **Except** with the previous written consent of RBSIF:-
- 4.1 **The** Client will not create or permit to arise any fixed security or floating charge or lien (including in each case one which ranks after the Floating Charge as well as one which has priority over or ranks *pari passu* with the Floating Charge) on any of the Property and will ensure that no Subsidiary of the Client will create or permit to arise any fixed security or floating charge or lien on any of its undertaking property assets or rights other than in each case in favour of RBSIF
- 4.2 **The** Client will not and will ensure that no Subsidiary of the Client will dispose of any of its heritable, freehold or leasehold property or any interest or estate therein
- 4.3 **The** Client will not and will ensure that no Subsidiary of the Client will dispose of any of its undertaking or any of its other property assets or rights other than in the ordinary course of business
- 4.4 **The** Client will not and will ensure that no Subsidiary of the Client will grant or accept a renunciation or surrender of any lease or licence of or part with or share possession or occupation of its heritable freehold or leasehold property or any part of it
- 4.5 **The** Client will not and will ensure that no Subsidiary of the Client will borrow or raise any money
- 4.6 **The** Client will not call up any uncalled capital or receive any uncalled capital in advance of calls
- 4.7 **The** Client may not transfer any of its rights or obligations under this deed

#### **Insurance**

- 5.1 **The** Client will keep comprehensively insured to RBSIF's reasonable satisfaction and with insurers acceptable to RBSIF all of the Property which is of an insurable nature for its full reinstatement value and in default RBSIF may enter and effect such insurance at the Client's expense (without becoming liable to account to the Client or any other person)
- 5.2 **The** Client will ensure that, when required by RBSIF, all policies in respect of such insurances are delivered to RBSIF in order that RBSIF may notify the insurer of its interest therein (and where appropriate have that interest endorsed upon the face of the policy document). The Client will ensure that such delivery takes place within seven days of the Client having received a request from RBSIF
- 5.3 **The** Client will hold in trust for RBSIF all moneys received under any insurance of the Property and at RBSIF's option will apply the same in making good the relevant loss or damage or in or towards payment and discharge of the Client's Obligations

#### **Deeds and Securities and Debts**

- 6.1 **The** Client will from time to time deposit with RBSIF all deeds and documents of title relating to the Property
- 6.2 **The** Client will deal with all Debts in accordance with the terms of any Debt Purchase Agreement

#### **Repair and Alteration**

- 7.1 **The** Client will keep all its heritable freehold and leasehold property (and all buildings thereon) and all its plant, machinery, fixtures, furniture, furnishings, equipment, tools and other moveable property in good condition and in default RBSIF may enter and effect repairs at the Client's expense (without becoming liable to account to the Client or any other person)

- 7.2 **The Client will not without the prior written consent of RBSIF make any alteration to any of its heritable freehold or leasehold property (or any building thereon) which would require planning permission or approval under any building regulations**

## **Enforcement**

- 8.1 **The Floating Charge will become enforceable if:-**
- 8.1.1 **RBSIF makes a demand for payment of any of the Client's Obligations or**
- 8.1.2 **RBSIF is requested by the Client to appoint an administrator of the Client or**
- 8.1.3 **RBSIF receives from any person a notice of intention to appoint an administrator of the Client or any such appointment is made or**
- 8.1.4 **An application is made or petition is presented to the court for the making of an administration order or a winding up order in relation to the Client or any resolution is passed or any meeting is convened for the purpose of considering a resolution for the winding up of the Client or any proceedings are commenced or any other procedure or step is undertaken in any jurisdiction for the winding up or liquidation of the Client or**
- 8.1.5 **RBSIF is requested by the Client to appoint any person to be a Receiver of the Property or any Receiver or similar official is appointed over all or any part of the property comprised in the property and undertaking of the Client or**
- 8.1.6 **The Client breaches any of the provisions of this document or**
- 8.1.7 **RBSIF becomes entitled to exercise any termination rights in respect of any Debt Purchase Agreement or any other agreement documenting the Client's Obligations**
- 8.2 **RBSIF may appoint an administrator of the Client under the hand of any official or manager of RBSIF**
- 8.3 **In addition to RBSIF's statutory rights, RBSIF may at any time after the Floating Charge becomes enforceable by instrument in writing signed by an official or manager of RBSIF and without further notice to the Client appoint any person or persons to be a Receiver or Receivers of the Property. If any person appointed by RBSIF to be a Receiver is removed by the Court or will otherwise cease to act as such then RBSIF may appoint another person as Receiver in place of such person**
- 8.4 **Any Receiver appointed by RBSIF under Clause 8.3 will (in addition to all powers conferred on the Receiver by law) have the following powers which in the case of the Joint Receivers may be exercised jointly and severally:-**
- 8.4.1 **To take possession of and generally manage the Property and any business of the Client**
- 8.4.2 **To carry out on any heritable freehold or leasehold property of the Client any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment**
- 8.4.3 **To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any burdens or covenants (positive or restrictive) affecting land**
- 8.4.4 **To sell lease renounce surrender or accept renunciations or surrenders of leases charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the land**
- 8.4.5 **To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Client**
- 8.4.6 **To take continue or defend any proceedings and enter into any arrangement or compromise**
- 8.4.7 **To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen**
- 8.4.8 **To call up any uncalled capital of the Client with all the powers conferred by the Articles of Association of the Client in relation to calls**
- 8.4.9 **To employ advisers consultants managers agents workmen and others**

- 8.4.10 **To** purchase or acquire materials tools equipment goods or supplies
- 8.4.11 **To** borrow any money and secure the payment of any money in priority to the Client's Obligations for the purpose of the exercise of any of his powers
- 8.4.12 **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property
- 8.5 **The Client will be solely responsible for the acts and defaults of any Receiver appointed by RBSIF and for his remuneration costs charges and expenses and any such Receiver will be deemed to be the agent of the Client**

#### **General Powers of RBSIF**

- 9.1 **In addition to any lien or right to which RBSIF may be entitled by law RBSIF may from time to time without notice and both before and after demand set off the whole or any part of the Client's Obligations against any deposit or credit balance on any account of the Client with RBSIF (whether or not that deposit or balance is due to the Client)**
- 9.2 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Client with RBSIF that deposit or balance will not be capable of being assigned dealt with mortgaged or charged in favour of any person other than RBSIF and will not be repayable to the Client before all the Client's Obligations have been discharged but RBSIF may without prejudice to this document permit the Client to make withdrawals from time to time
- 9.3 **RBSIF** may exchange or convert to the Required Currency any currency held or received
- 9.4 **If** so requested in writing by RBSIF at any time or from time to time the Client will as soon as practicable and in any event not later than 7 days after receiving the request appoint a firm of accountants nominated by RBSIF on terms of reference approved by RBSIF to investigate and report to RBSIF on the financial affairs of the Client and any subsidiary of the Client. In addition the Client authorises RBSIF itself at any time and from time to time to make such appointment without further authority from the Client. The Client will be solely responsible for the remuneration costs charges and expenses of such accountants
- 9.5 **RBSIF** may debit any amount (including Expenses and any remuneration costs charges and expenses such as are referred to in Clause 9.4) which the Client is liable to pay or reimburse to RBSIF under any provision of this document to any account of the Client with RBSIF
- 9.6 **RBSIF** may allow any person to take over any of its rights and duties under this deed and any associated security
- 9.7 **RBSIF** may give to any person information about the Client this deed or any associated security in connection with any proposed transfer of any relevant finance facility or security or this deed
- 9.8 **This deed may be enforced against the Client without RBSIF first having recourse to any other right remedy guarantee or security held by or available to it**
- 9.9 **The powers set out in this Clause 9 are in addition to powers conferred on Receivers by statute**

#### **Power of Attorney**

- 10 **The Client irrevocably appoints RBSIF and any Receiver appointed by RBSIF severally to be the Attorney of the Client (with full power of substitution and delegation) in the Client's name and on the Client's behalf and as the Client's act and deed to sign or execute all deeds instruments and documents which may be required by RBSIF or any Receiver for or in connection with the exercise of any of their respective powers under this document and to sign or execute all deeds instruments and documents and to do all such other acts and things which the Client has failed to sign execute or do in breach of any obligation owed to RBSIF under this document and hereby ratifies and confirms and agrees to ratify and confirm whatever any such Attorney will do or purport to do in the exercise or purported exercise of the power of attorney granted by the Client under this Clause**

## **Appropriation**

- 11.1 **Subject** to Clause 11.2, RBSIF may appropriate all payments received for the account of the Client in reduction of any part of the Client's Obligations as RBSIF decides
- 11.2 **RBSIF** may open a new account or accounts upon RBSIF receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not RBSIF opens any such account no payment received by RBSIF after receiving such notice will (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Client's Obligations outstanding at the time of receiving such notice

## **Preservation of other Security and Rights and Further Assurance**

- 12.1 **This** document is in addition to any other security present or future held by RBSIF for the Client's Obligations and neither this document, nor the security created hereby nor the rights of RBSIF hereunder will :
  - 12.1.1 **In** any way prejudice or affect or merge with such other security or any contractual or legal rights of RBSIF; or
  - 12.1.2 **Be** in any way prejudiced or affected by any such other security by the release of any such other security or by the sale or other disposal of the Property which is subject to such other security (irrespective of whether the proceeds are applied in reduction of the Client's Obligations) or by RBSIF giving to the Client or any other person any time or indulgence or compounding or entering into any agreement with the Client or any other person
- 12.2 **The** Client will at its own cost at RBSIF's request execute any deed or document and take any action required by RBSIF to perfect, enhance or facilitate the realisation of the security created by this document and grant and ensure that each Subsidiary of the Client will grant in favour of RBSIF by way of further security for the Client's Obligations such fixed security in a form specified by RBSIF over such of its undertaking property assets and rights (including in respect of its book debts) as is specified in the request.
- 12.3 **The** Obligations of the Client under this deed will not be affected by any act or omission which but for this deed would reduce release or prejudice any of its Obligations under this deed (without limitation and whether or not known to it or to RBSIF) including:
  - 12.3.1 **any** extension of time waiver or consent granted to or composition with the Client or other person
  - 12.3.2 **the** taking variation compromise exchange renewal or release of or refusal or neglect to perfect take up or enforce any rights against or security over assets of the Client or any other person or any failure to comply with any requirement of any instrument or any failure to realise the full value of any security
  - 12.3.3 **any** incapacity or lack of power authority or legal personality of or dissolution or change in the members or status of the Client or any other person
  - 12.3.4 **any** amendment novation supplement extension restatement or replacement of the Debt Purchase Agreement or any other document or security including without limitation any change in the purpose of any extension or increase in any facility or the addition of any new facility under the Debt Purchase Agreement or other document or security
  - 12.3.5 **any** unenforceability illegality or invalidity of any obligation of any person under the Debt Purchase Agreement or any other document or security
  - 12.3.6 **any** insolvency administration or similar proceedings of the Client or any other person

## **Notices**

- 13.1 **Any** notice or demand by RBSIF may be served personally on any director or the secretary of the Client or may be sent by post or fax or delivered to the Client at the Client's address last known to RBSIF
- 13.2 **A** notice or demand by RBSIF by post will be deemed served on the Business Day after posting



- 13.3 A notice or demand sent by RBSIF by fax (i) during RBSIF's working hours on a Business Day will be deemed served on the day of sending (ii) at any other time will be deemed served on the next following Business Day
- 13.4 **"Business Day"** means any day other than a Saturday or Sunday on which banks are generally open for business in London

#### **Certificate of the Client's Obligations**

- 14.1 A certificate signed by an official or manager of RBSIF as to the cause existence or amount of the Client's Obligations will save in the case of manifest error be conclusive and binding on the Client
- 14.2 The Client consents to the registration of this document and of the certificate referred to in Clause 14.1 for preservation and execution
- 14.3 The Client will not take any proceedings or other steps to reduce or suspend any charge for payment served by RBSIF following such registration or to prevent RBSIF from or delay RBSIF in serving such a charge or to suspend or sist any execution which is levied by RBSIF following the expiry of any such charge unless prior to the taking of the proceedings or other steps the Client has paid and discharged the Client's Obligations as certified in the certificate issued by RBSIF in accordance with Clause 14.1

#### **Reinstatement**

- 15 **Where** any discharge (whether in respect of the Obligations of the Client or any security for those Obligations or otherwise) is made in whole or in part or any arrangement is made in reliance on any payment security or other disposition which is avoided or must be restored on insolvency or otherwise the Client's Obligations under this deed will continue as if the discharge or arrangement had not occurred. RBSIF may concede or compromise any claim that a payment security or other disposition is liable to avoidance or restoration.

#### **Governing Law**

- 16.1 The laws of Scotland govern this deed and any non-contractual obligations arising in relation to it
- 16.2 The parties irrevocably agree that the Scottish courts will have exclusive jurisdiction to settle any dispute or claim relating to this deed (including non-contractual disputes or claims) and that a judgment in any proceedings in connection with this deed in those courts will be conclusive and binding on the parties and may be enforced against the parties in the courts of any other jurisdiction

#### **Interpretation**

- 17.1 The expressions "Client" and "RBSIF" where the context admits include their respective successors in title and assignees
- 17.2 **Interest** will be calculated both before and after demand or decree on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as RBSIF may select
- 17.3 **References** to the **"Property"** include any part of it
- 17.4 **References** to heritable freehold and leasehold property include all burdens covenants and rights affecting or concerning the same
- 17.5 **References** to "Debt Purchase Agreement" include that agreement as amended supplemented or novated from time to time
- 17.6 **Any** reference to any statute or statutory provision will be a reference to that statute or statutory provision as amended or re-enacted from time to time

17.7 Each of the provisions of this document will be severable and distinct from one another and the invalidity or unenforceability of any one or more of such provisions under the law of any jurisdiction will not affect the validity or enforceability of the provision(s) in question under the law of any other jurisdiction or the validity or enforceability of any other provision

In Witness of which this deed consisting of this and the six preceding pages has been executed as follows:

Signed on 19<sup>th</sup> JUNE 2017  
on behalf of Seafeld Park Transport Ltd ,  
the Client, by two directors or a director and its  
secretary or a director in the presence of a witness

Director

STEVEN BARCLAY  
Print Full Name (BLOCK CAPITALS)

Director/Secretary

DEBORAH S MACKINTOSH  
Print Full Name (BLOCK CAPITALS)

Where only one Director signs, a witness  
is required

Witness' Signature

GILLIAN GRANT  
Print Witness Full Name (BLOCK CAPITALS)

Address