



Registration of a Charge

Company Name: **ISLE OF HARRIS DISTILLERS LIMITED**

Company Number: **SC334836**



Received for filing in Electronic Format on the: **16/08/2022**

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Details of Charge

Date of creation: **08/08/2022**

Charge code: **SC33 4836 0005**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS AT CROFT 8, ARDHASAIG, ISLE OF HARRIS BEING THE WHOLE SUBJECTS REGISTERED OR CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER INV50856**

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: **MACROBERTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 334836

Charge code: SC33 4836 0005

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th August 2022 and created by ISLE OF HARRIS DISTILLERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2022 .

Given at Companies House, Edinburgh on 16th August 2022

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

**THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN
INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT**

Key Standard Security Details	
You/Your	ISLE OF HARRIS DISTILLERS LIMITED , incorporated under the Companies Acts (Company Number SC334836) whose registered office is at Isle Of Harris Distillery, Tarbert, Isle of Harris, HS3 3DJ.
Us/We	HSBC UK Bank plc , a company incorporated under the Companies Act (Company Number 09928412) and having a place of business at Securities Processing Centre, BX8 5HB or another entity that it transfers its rights and/or obligations under this Standard Security to.
The Property	Property address: Subjects at Croft 8, Ardhasaig, Isle of Harris. Land Register of Scotland title number: INV50856, as more fully described in Part 1 of the Schedule.
Your assets that are secured	By entering into this Standard Security you are giving us security over the Property.
Your obligations to us that are secured	You give us security under this Standard Security for the payment of any amounts owed by you to us whether now or in the future, and whether owed jointly or severally (the 'Debt').
Schedule	The Schedule in three parts annexed and executed as relative to this Standard Security.
Scottish Security Conditions	The Scottish Security Conditions (2021 edition) dated 26 October 2021 and registered in the Books of Council and Session on 3 November 2021 and any variation or extension of those Scottish Security Conditions.
Facilities Agreement	The facilities agreement between you and us dated on or around the date of this Standard Security.
Floating Charge	The floating charge by you in favour of HSBC Bank plc (which now vests in us) dated 2 June 2017.

1. MEANING OF CERTAIN WORDS

- 1.1 The definitions in the Key Standard Security Details table apply to the rest of this Standard Security.
- 1.2 The Scottish Security Conditions are incorporated into this Standard Security and form part of this Standard Security as if they were set out here in full.

2. WHAT YOU AGREE TO PAY US

- 2.1 You will pay us on demand, the Debt.
- 2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

3. THE SECURITY YOU GIVE US

- 3.1 You, in security for the Debt, hereby grant a standard security in favour of us over the Property.
- 3.2 The standard security is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
- 3.3 You will hold the Property on trust for us if this Standard Security is ineffective.

4. WARRANDICE

You grant warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases (if any) of the Property detailed in Part 3 of the Schedule.

5. THE SCOTTISH SECURITY CONDITIONS

- 5.1 Subject to clause 7 below, you undertake to comply fully with the Scottish Security Conditions. You acknowledge having received a copy of the Scottish Security Conditions.
- 5.2 The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Scottish Security Conditions, and any lawful variation thereof operative for the time being, shall apply subject, to the extent permitted by applicable law, to the terms of the Facilities Agreement.

6. CALCULATIONS AND CERTIFICATES

Any rate or amount under this Standard Security or in relation to the Debt that we certify or define will, unless there is a manifest error, be conclusive evidence of the relevant matter.

7. CONFLICT

- 7.1 If there is any conflict between the provisions of this Standard Security (including the Scottish Security Conditions) and the provisions of the Facilities Agreement or the provisions of the Floating Charge, the provisions of the Facilities Agreement shall prevail (provided that, where there is a conflict between the provisions of this Standard Security and the provisions of the Floating Charge and the Facilities Agreement is silent on the relevant provision, the provisions of the Floating Charge shall prevail). In particular:

7.1.1 where you are permitted or not prohibited from taking any step or action or doing anything under the Facilities Agreement, nothing in this Standard Security (including the Scottish Security Conditions) will prevent you from taking such step or action and doing such thing; and

7.1.2 to the extent that any undertaking, covenant or obligation contained in this Standard Security (including the Scottish Security Conditions) conflicts with, is inconsistent with or is more onerous than any equivalent undertakings, covenants or obligations applicable to you in the Facilities Agreement or, if applicable, the Floating Charge then, for so long as the Facilities Agreement or, if applicable, the Floating Charge is in place, compliance with the relevant undertakings, covenants or obligations applicable to you in the Facilities Agreement or, if applicable, the Floating Charge shall be deemed to be compliance with the relevant undertaking, covenant or obligation in this Standard Security (including the Scottish Security Conditions).

8. CONSENT TO REGISTRATION

8.1 You consent to the registration of this Standard Security and of any certificate referred to in clause 6 above for preservation and execution.

IN WITNESS WHEREOF this Standard Security consisting of this and the 2 preceding pages and the Schedule in three parts annexed and executed as relative hereto is executed by you as follows:

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Subscribed for and on behalf of:

ISLE OF HARRIS DISTILLERS LIMITED

acting by a
director

R B MacEachern
(name of director)

Director

R B MacEachern

at: SEALOEY, HARRIS
(insert place of signing)

on: 25 JULY 2022
(insert date of signing)

in the presence of:

Signature of Witness

K Macdonald

Print full name

KATHLEEN MACDONALD

Address

ISLA VIEW 9 CROIR

GREAT BERNERA, ISLE OF LEWIS. HS29LZ

This is the Schedule in three parts referred to in the foregoing Standard Security by Isle of Harris Distillers Limited in favour of HSBC UK Bank plc

PART 1

Description of the Property secured in favour of HSBC UK Bank plc

ALL and WHOLE the subjects at Croft 8, Ardhasaig, Isle of Harris being the whole subjects registered or currently undergoing registration in the Land Register of Scotland under Title Number INV50856; TOGETHER WITH (One) the buildings and other erections thereon (if any); (Two) the whole rights, common, mutual and exclusive pertaining thereto; and (Three) your whole right, title and interest, present and future, therein and thereto.

PART 2

The ranking agreement between Isle of Harris Distillers Limited, HSBC Invoice Finance (UK) Limited and HSBC UK Bank plc dated on or around the date of this Standard Security.

PART 3

NONE


Director