

# MR01

## Particulars of a charge



Companies House

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A fee is payable with this form.  
Please see 'How to pay' on the  
last page.

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration  
21 days beginning with the day after the date of creation of the charge.  
If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form,  
scanned and placed on the public record.

THURSDAY



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SCT

01/10/2015

#301

COMPANIES HOUSE

### 1 Company details

Company number S C 3 5 8 7 9 2  
Company name in full ABERCROMBY VENDING LIMITED

For official use  
3

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 2 2 m 0 9 y 2 0 1 5

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name WEST OF SCOTLAND LOAN FUND

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.



I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

OVER THE WHOLE OF THE PROPERTY WHICH IS OR MAY FROM TIME TO TIME WHILE THIS INSTRUMENT IS IN FORCE BE COMPRISED IN THE PROPERTY AND UNDERTAKEN OF THE SAID ABERCROMBY VENDING LIMITED

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

9

**Signature**

Please sign the form here.

Signature

Signature

X *Pauline Bradshaw*  
PAULINE BRADSHAW, PROPER OFFICER FOR  
AND ON BEHALF OF GLASGOW CITY COUNCIL

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
ALAN WARD

Company name  
GLASGOW CITY COUNCIL

Address  
CITY CHAMBERS

GEORGE SQUARE

Post town  
GLASGOW

County/Region

Postcode  
G 2 1 D U

Country  
SCOTLAND

DX  
DX GW 145

Telephone  
0141 287 4524



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 358792

Charge code: SC35 8792 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd September 2015 and created by ABERCROMBY VENDING LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2015.

Given at Companies House, Edinburgh on 8th October 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE  
LEGAL CONSEQUENCES. YOU SHOULD TAKE INDEPENDENT LEGAL  
ADVICE BEFORE SIGNING IT.

STANDARD SECURITY

by

ABERCROMBY VENDING LIMITED

in favour of

WEST OF SCOTLAND LOAN FUND

At Glasgow on the 30th day  
of September 2015 I certify  
this to be a true copy of the  
original document

Pawne Bradshaw  
PAWNE BRADSHAW, SOLICITOR

**THIS DOCUMENT IS IMPORTANT AND ITS SIGNATURE WILL HAVE  
LEGAL CONSEQUENCES. YOU SHOULD TAKE INDEPENDENT LEGAL  
ADVICE BEFORE SIGNING IT.**

WE, **ABERCROMBY VENDING LIMITED** a company incorporated in Scotland (Registered No. SC358792) having our registered office at 505 Great Western Road, Glasgow, G12 8HN Do hereby BIND and OBLIGE ourselves to pay upon demand **WEST OF SCOTLAND LOAN FUND** a company incorporated in Scotland (Company Number SC 166736) and having their Registered Office at London Road Centre, London Road, Kilmarnock, Ayrshire, KA3 7BU (hereinafter called "**WSLF**") or the assignees or successors thereof all sums of money which now are or which may at any time or from time to time be or become due to WSLF by us and/or for which we now are or may at any time or from time to time be or become liable or responsible to WSLF in terms of the loan agreement referred to in the Schedule annexed and forming part of this Standard Security ("**the Schedule**") and/or in any manner of way or in any respect whatsoever, whether alone or jointly with any other person or persons, and whether principal debtors or guarantors or sureties, including in particular but without prejudice to the foregoing generality sums of principal, interest, charges, costs and expenses whether on or in connection with or arising out of any loan or guarantee or otherwise howsoever; AND IT IS HEREBY PROVIDED AND DECLARED:-

FIRST

That a Certificate signed by the Secretary or other duly authorised official of WSLF shall be sufficient (save in the case of fraud or manifest error) to fix and ascertain the whole sums, principal and interest and others, which shall be due by us and/or for which we shall be liable to WSLF as aforesaid and to constitute a balance and charge against us and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment;

SECOND

That nothing herein contained shall prejudice or affect any other securities which WSLF already hold or may hereafter hold for any sum or sums due or which may after the date hereof become due by us to WSLF over any other property belonging to us, it being always in the power of WSLF to allow all or any part of such securities or the property to which they relate to be

disposed of, sold or abandoned without applying the same or the proceeds thereof towards payment of any sum to be hereby secured, and the whole obligations hereby undertaken by us shall remain in full force and effect in the same manner and to the same extent as if no such securities had ever existed;

THIRD

That WSLF without prejudice to its right under these presents and at its discretion, may grant to us or to any other persons or person liable with us or them, accede to Trust Deeds and draw dividends, and that all without notice to us or to any other person concerned.

AND IN SECURITY of the said sums of money above mentioned WE DO HEREBY GRANT a Standard Security in favour of WSLF over ALL and WHOLE 30 Arrol Road, Courtyard, Dalmarnock, Glasgow and registered in the Land Register of Scotland forming part of Title Number GLA183333 which subjects hereinbefore described are herein referred to as "**the Security Subjects**"; The standard conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 ("**the Standard Conditions**") and any lawful variation thereof operative for the time being shall apply; And the Standard Conditions shall be varied to the effect that

- (A) The definitions in the said Schedule 3 shall have effect also for the purposes of the following variations;
- (B) It shall be an obligation on the debtor not to create or agree to create a subsequent security over the Security Subjects or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any applications for planning permission in relation to the Security Subjects or any part thereof or make application for an improvement grant or other grant in respect of the Security Subjects or any part thereof without the prior consent of WSLF in each case which consent if granted may be so granted subjects to such conditions as WSLF may see fit to impose;
- (C) The Security Subjects shall be insured and kept insured for their full replacement value against loss by fire and such other risks as WSLF may require, and the debtor shall produce to WSLF if so required, within fifteen days after their becoming due and payable, receipts for any current premiums, failing which WSLF may at the debtor's expense effect or renew any such insurances as WSLF shall deem fit, and all monies which may at

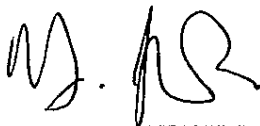


any time be received or receivable under any such insurance or insurances or any other insurance covering the Security Subjects shall be applied in replacing, restoring or reinstating the Security Subjects unless WSLF shall otherwise consent in writing;

- (D) Except with the consent of WSLF no part of the Security Subjects shall be sold or otherwise disposed of and no lease or sub-lease shall be granted by the debtor;

And we grant warrantice; And we consent to the registration hereof and the foresaid Certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding 3 pages together with the Schedule annexed hereto are executed as follows:-

By the below director for Abercromby Vending Limited before the following witness on the following date at the following place:



Witness' signature



Director's signature

THOMAS SMITH

Full name of witness

TRACEY GRAHAM

Full name of director

92 Old Lindsey Road

Address of witness

18/09/15

Date of signing

Chrysten G69 9H13

Glasgow

Place of signing

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**This is the schedule referred to in the foregoing Standard Security granted by  
(1) Abercromby Vending Limited in favour of (2) West of Scotland Loan Fund**

Loan Agreement between (1) West of Scotland Loan Fund and (2) Abercromby  
Vending Limited dated on or about the date hereof.