

MR01

Particulars of a charge



Companies House

000907/23



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A fee is to be paid
Please see 'How

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

☐ **What this form**
You may not use
register a charge
instrument. Use f

TUESDAY



S9WIHQAG
SCT 19/01/2021 #77 house
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 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. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number SC424396

Company name in full ROSS HARPER PROPERTY

For official use
50

→ **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 11/01/2021

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 TOGETHER COMMERCIAL FINANCE
LIMITED

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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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

28 MCGREGOR ROAD, CUMBERNALL,
REGISTERED UNDER TITLE NUMBER
DMB72143

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes
☐ No

8

Trustee statement ¹

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X  X
FOR TOGETHER COMMERCIAL FINANCE LTD

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

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name *Carroll Donnelly*

Company name *CAROL HUGHES*

Address

Post town

County/Region

Postcode

Country

DX *501902 BLANTIRE*

Telephone *01698 404616*



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 424396

Charge code: SC42 4396 0050

The Registrar of Companies for Scotland hereby certifies that a charge dated 11th January 2021 and created by ROSS HARPER PROPERTY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2021.

Given at Companies House, Edinburgh on 19th January 2021



Companies House



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

HAMILTON 12/11/21

together.

Standard Security

CONTAINS AS A TRUE COPY
PG [signature], SOURCE

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 the Lender is not paid, you may lose the property secured. This document and any ranking agreement with another lender will be a public document.

This Standard Security is made between the Lender and the Chargor named below and incorporates the provisions set out below and on the Schedule annexed hereto.

The Lender, Together Commercial Finance Limited, a company incorporated in England and Wales under the Companies Act 2006 (Company Number 2058813) and having its Registered Office at Lake View, Lakeside, Cheadle, SK8 3GW, trading as 'Together' (also we, us, our and including its successors, transferees and assignees)

Where the Chargor and/or the Borrower are more than one person the singular includes the plural and all obligations of the Chargor are undertaken jointly and severally.

The Chargor (also you, your, yours)

ROSS HARPER PROPERTY (COMPANY NUMBER ~~SC424396~~ SC 424396) and
having its Registered Office at 18 Woodside Place, Glasgow,
G3 7QL

The Consentor (where applicable)

residing at the property

The Property (ALL and WHOLE)

28 McGregor Road, Cumbernauld, GLASGOW, G67 1JH BEING THE SUBSIDIAR REGISTERED IN
THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER DM372143

Prior Security

Borrower: means ROSS HARPER PROPERTY (company number SC424396) whose registered office is at 18 Woodside Place, GLASGOW, G3 7QL

Finance Documents: has the meaning set out in the Mortgage Conditions.

Secured Liabilities: has the meaning set out in the Mortgage Conditions.

The 1970 Act: has the meaning set out in the Mortgage Conditions.

Mortgage Conditions: means the Mortgage Conditions of the Lender set out in the Schedule annexed and signed as relative hereto.

Contacting us

If you have any questions or you'd like a copy of these terms and conditions and the product details (including in large print, Braille or audio), get in touch with us here:



commercialcustomercare@togethermoney.com



0161 333 7415

Calls may be recorded for training and monitoring purposes.



Together
Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW.



www.togethermoney.com

The **Chargor** hereby undertakes to pay or discharge to the **Lender** the **Secured Liabilities** in the manner provided for in the Finance Documents: And the **Chargor** agrees that a certificate signed by a person duly authorised by the **Lender** to act in that behalf shall conclusively ascertain the amount due to the **Lender** at any time: FOR WHICH the **Chargor**, 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 or the Marriage and Civil Partnership (Scotland) Act 2014 GRANTS a Standard Security in favour of the **Lender** over the **Property**: The **Chargor**, if single or the sole proprietor of the **Property**, hereby declares that the **Property** is neither a Matrimonial Home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 nor a Family Home in terms of the Civil Partnership Act 2004 or the Marriage and Civil Partnership (Scotland) Act 2014 in relation to which any spouse or civil partner of the **Chargor** has occupancy rights. The Standard Conditions specified in Schedule 3 to the 1970 Act as varied by the Mortgage Conditions shall apply: But the security hereby granted is subject to the **Prior Security** (if any): And, subject as aforesaid, the **Chargor** grants warrandice:

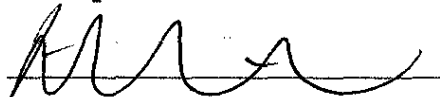
And the **Chargor** consents to the registration hereof and of any certificate given by us for execution.

Signatories 

Chargor/Consentor signature

DAVID ALEXANDER HARTER, DIRECTOR

In the presence of:



Witness signature

EMMA HUGHES

Name

Address

Interall House, Stanley Boulevard

Ham. in Interall Tiedly Rd

Contact Telephone No 01698 404616

Chargor/Consentor signature

In the presence of:

Witness signature

Name

Address

Contact Telephone No

This is the schedule referred to in the foregoing standard security.

Mortgage Conditions

Your property may be repossessed if you do not keep up repayments on a mortgage or any other debt secured on it

1. Definitions And Interpretation

In construing these presents and in the Standard Security, the following expressions have the meanings hereby assigned to them respectively, videlicet:

- 1.1. "the Borrower" means the person described as the Borrower in the Standard Security.
- 1.2. "the Chargor" means the person described as the Chargor in the Standard Security.
- 1.3. "Event of Default" means any event or circumstance specified in any Facility Agreement which would entitle the Lender to demand payment of the balance outstanding under that Facility Agreement or to take enforcement action against the Chargor and/or the Borrower.
- 1.4. "Facility Agreements" means all the agreements and arrangements under which the Lender advances funds to the Chargor and/or the Borrower.
- 1.5. "Finance Documents" means any Facility Agreement and any Lender's Security Document.
- 1.6. "the Lender" means Together Commercial Finance Limited, trading as Together and its successors, transferees and assignees.
- 1.7. "Lender's Security" means the Security created or expressed to be created in favour of the Lender pursuant to the Lender's Security Documents.
- 1.8. "Lender's Security Documents" means:
 - a. the Standard Security; and/or
 - b. any other document entered into by the Chargor or the Borrower creating or expressed to create any Security over all or any part of its assets to secure the obligations of the Chargor and/or the Borrower under any of the Finance Documents.
- 1.9. "Party" means a party to or beneficiary under the Standard Security.
- 1.10. "the Property" means the property described in the Standard Security and any part or parts of it and shall include the reversionary interest of the Chargor
- 1.11. "Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and/or the Borrower to any Secured Party under or in connection with the Finance Documents including, without limitation, any costs incurred by the Lender in enforcing the Lender's Security.
- 1.12. "Secured Parties" means the Lender or any delegate.
- 1.13. "Security" means a standard security, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.
- 1.14. "Security Period" means the period beginning on the date of the Standard Security and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.
- 1.15. "Specified Rate" means the rate of interest as applied from time to time to the Secured Liabilities and, where different rates of interest are applied to different parts of the Secured Liabilities any one of such rates as the Lender shall in its absolute discretion choose.
- 1.16. "the Standard Security" means this Standard Security.
- 1.17. "Working Day" means any day from Monday to Friday except for any bank or public holidays in England and Wales.
- 1.18. "the 1970 Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any further statutory modification or re-enactment of it.
- 1.19. Obligations of more than one person are joint and independent obligations.
- 1.20. Words expressing the masculine include the feminine and words expressing the singular include the plural and vice versa.
- 1.21. In case of conflict, the Finance Documents prevail over these Mortgage Conditions in relation to the indebtedness to which it applies.
- 1.22. Unless a contrary indication appears, any reference in the Standard Security to:
 - a. any Secured Party, the Lender, the Chargor, the Borrower or any Party shall be construed so as to include its successors in title, permitted assignees and permitted transferees to, or of, its rights and/or obligations under the Finance Documents;
 - b. an amendment includes a supplement, novation, extension (whether of maturity or otherwise), restatement, re-enactment or replacement (in each case, however fundamental and whether or not more onerous or involving any change in or addition to the parties to any agreement or document) and amended shall be construed accordingly;
 - c. disposal includes a sale, transfer, assignation, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and dispose shall be construed accordingly;
 - d. a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended;
 - e. a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - f. a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;

- g. an agreement, instrument or other document to which it is a party includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part); and
 - h. a provision of law is a reference to that provision as amended or re-enacted.
- 1.23. Clause, Condition and Schedule headings are for ease of reference only and do not affect the interpretation of the Standard Security.
- 1.24. Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in the Standard Security as in that Finance Document or notice.
- 1.25. An Event of Default is continuing if it has not been remedied or waived.
- 1.26. Any undertaking of the Chargor under the Standard Security (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.27. If the Lender considers that an amount paid to it under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of the Standard Security.
- 1.28. Unless the context otherwise requires, a reference to the Property includes the proceeds of any disposal of that Property.

2. Liabilities Secured By The Standard Security

- 2.1. The Standard Security shall be a continuing security to the Lender for payment of all the Secured Liabilities.
- 2.2. The Lender may appropriate to any part of the Secured Liabilities (whether interest, principal or other money) as it may choose
 - a. any sum of money received from the Chargor and/or the Borrower or standing to his credit in the records of the Lender.
 - b. any sum of money received from any other person if for the credit of the Chargor and/or the Borrower.
- 2.3. Where any sum of money becomes due from the Chargor and/or the Borrower to the Lender under these Mortgage Conditions then unless otherwise stated in these Mortgage Conditions it shall be payable without any prior demand and it shall in any event bear interest at the Specified Rate from the date when it becomes payable.
- 2.4. Where the Chargor is not the Borrower and no guarantee has been requested or entered into by the Chargor in favour of the Lender in connection with the Facility Agreements then, notwithstanding any other provision of the Finance Documents, it is expressly agreed that:
 - a. the sole recourse of the Lender to the Chargor under the Standard Security is to the Property; and
 - b. the liability of the Chargor to the Lender pursuant to or otherwise in connection with the Finance Documents shall be:
 - (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of the Standard Security; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Property pursuant to the Standard Security.

3. Certification Of Secured Liabilities

The amount of the Secured Liabilities due to the Lender at any time shall be sufficiently ascertained by notice in writing signed by a person duly authorised by the Lender to act on their behalf.

4. General Provisions

- 4.1. The Chargor shall not
 - a. create or permit to subsist any Security over the Property;
 - b. enter into any transaction to sell, lease, licence, transfer or otherwise dispose, or part with possession, of all or any part of the Property; or
 - c. accept a renunciation of any lease, tenancy or confer upon any person any right to occupy the Property, except with the prior written consent of the Lender.
- 4.2. The Lender shall be entitled to all costs charges and expenses incurred by the Lender in relation to the Standard Security and any indebtedness or liabilities secured by it on a basis of full indemnity, including in the case of expenses all expenses on an agent and client scale.
- 4.3. Each of the provisions of the Standard Security and these Mortgage Conditions is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions and of the Standard Security shall not in any way be affected or impaired.
- 4.4. If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made by the Lender in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, the liability of the Chargor under the Standard Security will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 4.5. The Standard Security is a continuing security and shall extend to the ultimate balance of the Secured Liabilities for the Security Period regardless of any intermediate payment or discharge in whole or in part.
- 4.6. The Lender shall perform its obligations under each Facility Agreement (including any obligation to make available further advances).
- 4.7. The Lender is not obliged to consider a request by the Chargor for a partial release of the Security involving the release of a particular Property or part of a Property prior to the full and final redemption of the Secured Liabilities. Any such release and the terms of that release are at the Lender's absolute discretion and subject to payment of any costs incurred by the Lender in dealing with such release (including, without limitation, the costs of any valuations required by the Lender and its legal fees).

5. Obligations Of The Chargor

- 5.1. The Chargor represents and warrants to the Lender that (except as disclosed to the Lender in writing before the date of the Standard Security):
 - a. no breach of any law, regulation or undertaking is continuing which adversely affects the value, saleability or use of the Property;
 - b. there is no burden, agreement, stipulation, reservation, condition, interest, right, servitude, claim or other matter whatsoever adversely affecting the Property;
 - c. nothing is outstanding which would be an interest which overrides first registration or registered dispositions, over the Property; and

- d. all facilities necessary for the enjoyment and use of the Property are enjoyed by the Property.
- 5.2. The Chargor shall:
 - a. exercise its rights and comply with its obligations under each lease comprised in, or title conditions in respect of, the Property in a proper and timely manner; and
 - b. not do or allow to be done any act as a result of which any lease comprised in the Property may become liable to irritancy or otherwise be terminated or any title condition in respect of the Property breached.
- 5.3. The Chargor shall ensure that all buildings, plant, machinery, fixtures and fittings on the Property are maintained in good and substantial repair and condition and, as appropriate, good working order.
- 5.4. The Chargor shall perform all of its obligations under any law or regulation affecting the Property and, within 14 days after the receipt by it of any application, requirement, order or notice served or given by any public, local or other authority with respect to the Property (or any part of it):
 - a. deliver a copy to the Lender; and
 - b. inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.
- 5.5. The Chargor shall grant the Lender or its lawyers on request all facilities within the power of the Chargor to enable the Lender or its lawyers (at the expense of the Chargor) to:
 - a. carry out investigations of title to the Property; and
 - b. make such enquiries in relation to any part of the Property as a prudent heritable creditor might carry out.
- 5.6.
 - a. If the Chargor fails to perform any obligations under the Finance Documents which affect the Property, it shall allow the Lender (or any of its agents and contractors) to:
 - (i) enter any part of the Property;
 - (ii) comply with or object to any notice served on the Chargor in respect of the Property; and
 - (iii) take any action the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such obligation or comply with or object to any such notice.
 - b. The Chargor shall, immediately on demand, pay the costs and expenses of the Lender and its agents and contractors incurred in connection with any action taken by it under this Condition (Five).
 - c. The Lender is not obliged to account as heritable creditor in possession as a result of any action taken under this Condition (Five).
- 5.7.
 - a. The Chargor shall ensure that at all times contracts of insurance (**Insurances**) are maintained in full force and effect which:
 - (i) insure the Chargor's interests in the Property and the plant, machinery, fixtures and fittings on the Property for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
 - (ii) provide cover for all normally insurable risks of loss or damage for such a property;
 - (iii) insure against public liability and such other risks as a prudent company in the same business as the Chargor would insure; and
 - (iv) insure any other risks which the Lender may reasonably require.
 - b. The Chargor shall use its reasonable endeavours to ensure that the Lender receives a copy of the policy, certificate or cover note relating to any Insurance maintained by the Chargor and the receipt for the payment of any premium for any such Insurance and any related information which the Lender may reasonably require.
 - c. The Chargor shall:
 - (i) comply with the terms of its Insurances;
 - (ii) not do or permit anything to be done which may make void or voidable any such Insurances;
 - (iii) comply with all reasonable risk improvement requirements of its insurers;
 - (iv) pay each premium promptly and in any event before the relevant period of insurance begins; and
 - (v) do all other things necessary to keep such Insurances in force.
 - d. If the Chargor fails to insure (or keep insured) the Property and/or the plant, machinery, fixtures and fittings on the Property to the satisfaction of the Lender, the Lender may insure any of them and the Chargor shall be liable for the costs of such insurance (including an administration fee covering the Lender's time spent in arranging it). The Chargor hereby acknowledges that any insurance effected by the Lender is for the Lender's benefit only and may be cancelled by the Lender at any time without giving notice to the Chargor.
 - e. All amounts received or receivable under any Insurance shall be applied:
 - (i) in replacing, restoring or reinstating the Property or in any other manner which the Lender may agree; or
 - (ii) after an Event of Default has occurred, if the Lender so directs, in or towards satisfaction of the Secured Liabilities.
- 5.8. The Chargor shall permit the Lender and any person nominated by it at all reasonable times to enter any part of the Property and view the state of it.
- 5.9. Where the Standard Security is not a first ranking standard security, the Chargor shall comply with the terms and conditions of such first ranking standard security on the Property and, where required, shall use its best endeavours to obtain the consent of the first heritable creditor to the Chargor's entry into the Standard Security.
- 5.10. The Chargor shall only commence building works on the Property with the prior written consent of the Lender.
- 5.11. Where the Property is subject to an application for planning permission, the Chargor shall:
 - a. develop the Property in compliance with the relevant planning permission;
 - b. notify the Lender regularly (at intervals to be confirmed at the Lender's discretion) of progress with the relevant building works (the Works) and disclose to the Lender all related contracts, notices and planning information;
 - c. notify the Lender in writing at least 12 months before (or, if less than 12 months remain, as soon as possible) the deadline for commencing the Works under any relevant planning permission;
 - d. procure warranties for the Works in favour of the Lender in a form acceptable to the Lender;
 - e. for any third party contract associated with the Works, procure that the Lender has appropriate step in rights in a form acceptable to the Lender;
 - f. comply with the Lender's directions regarding the Works and comply with the Lender's surveyor in his/her review of the Works (and the Chargor hereby agrees that the Lender's surveyor's fees for this review are for the account of the Chargor); and
 - g. indemnify the Lender for all costs associated with the Works and related planning/development matters.
- 5.12. All of the obligations set out in condition 5 are of a continuing nature and shall be performed and observed throughout the continuance of the Standard Security.

6. Powers Of The Lender

- 6.1. The powers and rights set out in these Mortgage Conditions are in addition to all other powers and rights conferred by law on the Lender as Creditor under the 1970 Act.
- 6.2. The Lender may exercise any of the powers mentioned below immediately and without the necessity of giving any notice to the Chargor at any time or times after an Event of Default occurs and is continuing.
- 6.3. After the Standard Security has become enforceable, the whole of the Secured Liabilities shall become due forthwith from the Chargor to the Lender, the Chargor shall be held to be in default for the purposes of Standard Condition 9(1)(b) of Schedule 3 to the 1970 Act and the Lender may thereupon exercise all the powers conferred on it as a Creditor under the 1970 Act.
- 6.4. At any time or times after the power to enter into possession shall become exercisable the Lender may:
 - a. eject from the Property the Chargor and any tenants or workman or other persons in possession of it otherwise than with the written consent of the Lender,
 - b. accept such surrenders or renunciations and grant such leases or tenancies as it shall in its absolute discretion think proper,
 - c. employ and pay collectors or other agents for carrying out such powers,
 - d. retain any money received by way of provision for any future payment or other money payable by the Chargor and/or the Borrower under the Finance Documents, the Standard Security and these Mortgage Conditions,
 - e. as agent of the Chargor and at his expense remove store, sell or otherwise deal with any furniture other moveables or livestock left on the Property (without the Lender being liable for any resulting loss or damage) and apply any money received from such sale in defraying any expenses incurred under this Condition and then in or towards discharge of the Secured Liabilities.
- 6.5. The Chargor shall vacate the Property insofar as occupied by him or others for whom he is responsible and give the Lender immediate vacant possession thereof on the expiry of a period of seven days after the posting by Recorded Delivery of a Notice by or on behalf of the Lender addressed to the Chargor at his last known address or the Property given at any time after the Lender shall have become entitled to enter into possession of the Property and the Chargor agrees that a Warrant of Summary Ejection may competently proceed against him in the Sheriff Court of the Sheriffdom in which the Property is situated at the instance of the Lender.
- 6.6. The Lender may at any time (on reasonable notice to the Chargor except when the Lender is already in possession) effect and carry out any repairs, improvements or other works to the Property which it considers necessary or desirable to protect or maintain the value of the Property and any expenses so incurred shall be payable by the Chargor to the Lender on demand.
- 6.7. The Lender may assign to any person its rights to recover all or part of the Secured Liabilities and it may transfer, securitise, assign, charge or otherwise dispose of the benefit of all or any part of the Standard Security to that person at its absolute discretion.
 - a. The Chargor agrees that to the extent that the Lender agrees to transfer, securitise, assign, charge, or otherwise dispose of its rights and benefits to any person, they shall be bound to any such transferee, chargee or assignee in like manner and to like extent as they are to the Lender under the Standard Security.
 - b. After the execution of any such transfer, assignation, charge or other disposition, the Finance Documents and any special offer conditions and these Mortgage Conditions shall continue to apply to the Standard Security and all powers and discretions conferred on a Creditor by the 1970 Act shall be exercisable by the transferee, chargee or assignee.
 - c. Every statement of fact made in good faith and contained in such transfer shall as against the Chargor be conclusive and binding.
- 6.8. No failure or delay by the Lender in exercising any right or remedy shall operate as a waiver of such right or remedy nor shall any single or any partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 6.9. The Lender is not obliged to consider a request by the Chargor for a discharge of the Standard Security over part of the Property prior to the repayment of the Secured Liabilities. However, the Lender may consider such a request, at its absolute discretion. The terms of such a partial discharge of the Standard Security are to be dictated at the Lender's absolute discretion and are to include payment of the Lender's costs for a part sale or transfer of the Property as set out in the Lender's Tariff of Charges.
- 6.10. The Lender shall not be liable, by reason of entering into possession of the Property, to account as heritable creditor in possession or for any loss on realisation or for any default or omission for which a heritable creditor in possession might be liable.
- 6.11. No person (including a purchaser) dealing with the Lender or its agents need enquire:
 - a. whether the Secured Liabilities have become payable;
 - b. whether any power which the Lender is purporting to exercise has become exercisable or is being properly exercised;
 - c. whether any money remains due under the Finance Documents; or (d) how any money paid to the Lender is to be applied.
- 6.12. At any time after the Standard Security has become enforceable, the Lender may:
 - a. redeem the Prior Security;
 - b. procure the transfer of the Prior Security to itself; and/or
 - c. settle and pass the accounts of the prior heritable creditor, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor).
- 6.13. The Chargor shall pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.
- 6.14. If the Standard Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.
- 6.15. All amounts from time to time received or recovered by the Lender pursuant to the terms of the Standard Security or in connection with the realisation or enforcement of all or any part of the Standard Security shall be held by the Lender and applied in the following order of priority:
 - a. in or towards payment of or provision for the Secured Liabilities in the following order:
 - (i) in payment of any sums owing to any delegate;
 - (ii) in payment of all costs and expenses incurred by any Secured Party (as agreed by the Lender) in connection with any realisation or enforcement of the Lender's Security; and
 - (iii) in payment to the Lender in accordance with the Facility Agreements; and

- b. in payment of the surplus (if any) to the Chargor or other person entitled to it.
This Clause 6.15 is subject to the payment of any claims having priority over the Standard Security. This Clause 6.15 does not prejudice the right of the Lender to recover any shortfall from the Chargor.

7. Redemption

The execution and delivery by the Lender of a Discharge of the Standard Security shall not discharge the Chargor or any guarantor of the Secured Liabilities ("the Guarantor") (if any) from personal liability in case it shall subsequently appear that on redemption the amount of the Secured Liabilities was under-calculated or understated by mistake. But (unless the Chargor or the Guarantor, as the case may be, was party or privy to this mistake) the Lender will not rely on this Condition (Seven) to sustain a claim against him unless it is made in writing within six months after the date of redemption.

8. Further Assurances And Power Of Attorney

- 8.1. The Chargor shall promptly, at its own expense, take whatever action the Lender may require for:
- creating, perfecting or protecting any security over the Property; or
 - facilitating the realisation of the Property, or the exercise of any right, power or discretion exercisable, by the Lender or any of their respective delegates or sub-delegates in respect of the Property. The action that may be required under this Clause 8.1 includes (without limitation):
 - the execution of any standard security, charge, transfer, conveyance, assignation or assurance in respect of any asset, whether to the Lender, its nominee or any other person; or
 - the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may consider necessary or desirable.
- 8.2. The Chargor irrevocably appoints the Lender to be its attorney (with full power to appoint substitutes and to sub-delegate on its behalf and in its name or otherwise) to execute, deliver and perfect any document in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which the Chargor is obliged to execute or do under the Standard Security or which the Lender (or its substitute or delegate) may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to the Standard Security or generally for enabling the Lender to exercise the powers conferred on them under the Standard Security or by law. In connection with the exercise of any powers the Lender, and any person appointed the substitute or delegate of the Lender, shall in exercising the said power of attorney be the Agent of the Chargor who alone shall be responsible for the acts and defaults of such substituted person or delegate, and the Lender shall not be responsible for any misconduct, negligence or default of such substituted person or delegate. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 8.2.

9. Matrimonial Homes (Family Protection) (Scotland) Act 1981 As Amended, The Civil Partnership Act 2004 And The Marriage And Civil Partnership (Scotland) Act 2014

Where the Chargor in the Standard Security, where appropriate, has not signed an Affidavit or Declaration, that the Property is not a matrimonial home or a family home in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended, the Civil Partnership Act 2004 or the Marriage and Civil Partnership (Scotland) Act 2014 or where the Lender has dispensed with the requirement for the Chargor to swear such as an Affidavit, where appropriate, or sign such a Declaration the Chargor will at any time when called upon to do so by the Lender, execute the same.

10. Notices

- 10.1. All communications between the Parties under the Standard Security shall be in English.
- 10.2. Any notice from the Chargor to the Lender under or in connection with the Standard Security must be made in writing and sent to the Lender by post or hand delivery to: Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW and shall not be deemed to be effective until the Lender has actually received it.
- 10.3. Any notice from the Lender to the Chargor under or in connection with the Standard Security must be made in writing and sent to the Chargor by post, hand delivery, email or text using the Chargor's contact details provided (and updated) under the terms of the Facility Agreements or in compliance with the 1970 Act.
- 10.4. A notice sent by the Lender to the Chargor:
- by post shall be deemed to be effective two Working Days after the date of posting (properly addressed and stamped);
 - by hand delivery, shall be deemed to be effective at the time of delivery; or
 - by email or text shall be deemed to be effective on the date of sending unless it is received after 5pm (UK time), in which case it shall be deemed only to become effective on the next Working Day.

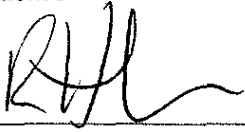
11. Governing Law And Jurisdiction

- 11.1. The Standard Security and any non-contractual obligations arising out of or in connection with it are governed by Scots law.
- 11.2. The courts of Scotland have exclusive jurisdiction to settle any dispute arising out of or in connection with the Standard Security (including a dispute relating to the existence, validity or termination of the Standard Security or any non-contractual obligation arising out of or in connection with the Standard Security) (a Dispute).
- 11.3. The Parties agree that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

Signatories



Chargor's Signature

A handwritten signature in black ink, appearing to be 'RH' followed by a flourish, written on a horizontal line.

Chargor's Signature

Contacting us

If you have any questions or you'd like a copy of these terms and conditions and the product details (including in large print, Braille or audio), get in touch with us here:



commercialcustomercare@togethermoney.com



0161 333 7415

Calls may be recorded for training and monitoring purposes.



Together
Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW.



www.togethermoney.com