



Registration of a Charge

Company Name: **BARNKIRK LTD**

Company Number: **SC477224**



XCIVE4GJ

Received for filing in Electronic Format on the: **21/12/2023**

Details of Charge

Date of creation: **18/12/2023**

Charge code: **SC47 7224 0002**

Persons entitled: **TOGETHER COMMERCIAL FINANCE LIMITED**

Brief description: **ALL AND WHOLE THOSE SUBJECTS AT SOUTH BARNKIRK, NEWTON STEWART, DG8 6QD BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBERS WGN4459, WGN10840, AND WGN10849.**

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: **STEVEN KANE, SOLICITOR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 477224

Charge code: SC47 7224 0002

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th December 2023 and created by BARNKIRK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2023 .

Given at Companies House, Edinburgh on 21st December 2023

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 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 02058813) and having its Registered Office at Lake View, Lakeside, Cheadle, SK8 3GW, trading as 'Together'.

(also we, us our)

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

The Chargor (also you, your, yours)	Barnkirk Ltd, incorporated under the Companies Acts (Company Number SC477224) and having their registered office at The Old Rectory, Challoch, Newton Stewart, DG8 6RB.
---	---

The Consentor (where applicable)	
--	--

residing at the property

The Property	ALL and WHOLE those subjects at South Barnkirk, Newton Stewart, DG8 6QD being the subjects registered in the Land Register of Scotland under Title Numbers WGN4459, WGN10840, and WGN10849.
---------------------	---

Prior Security:	N/A
------------------------	-----

Borrower: means the said Barnkirk Ltd.

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

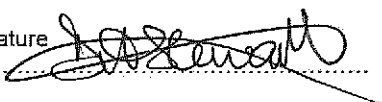
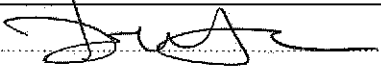
The 1970 Act: has the meaning set out in the Mortgage Conditions.

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

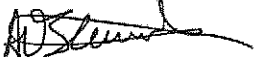
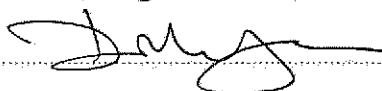
The Chargor hereby undertakes to pay to the Lender the Secured Debt. And the Chargor agrees that a certificate signed by a person duly authorised by the Lender to act in that behalf shall conclusively ascertain the amount due to the Lender at any time: FOR WHICH the Chargor, with the consent of the Consentor (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.

IN WITNESS WHEREOF these presents are subscribed by the Chargor/Consentor at CASTLE DOUGLAS (place)

on 4/10/23 (date) before the witness specified below.

Chargor/Consentor Signature 	Signature  (Witness)
	Name (in full) <u>DAVID ROBERT FREDERICK HALL</u>
	Address <u>THE OLD EXCHANGE</u>

	<u>CASTLE DOUGLAS</u>
	Contact Telephone No <u>01556 502764</u>

Chargor/Consentor Signature 	Signature  (Witness)
	Name (in full)
	Address

Chargor/Consentor Signature

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY

Mortgage Conditions

**YOUR HOME MAY BE REPOSSESSED IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR
ANY OTHER DEBT SECURED ON IT**

**(ONE) IN CONSTRUING THESE PRESENTS AND IN THE STANDARD SECURITY, THE FOLLOWING
EXPRESSIONS HAVE THE MEANINGS HEREBY ASSIGNED TO THEM RESPECTIVELY,
VIDELICET:-**

- 1.1 "the Lender" means Together Commercial Finance Limited, trading as Together
- 1.2 "the Chargor" means the person described as the Chargor in the Standard Security
- 1.3 "the Borrower" means the person described as the Borrower in the Standard Security
- 1.4 "Loan Documentation" includes a binding mortgage offer and means any loan agreement for the operation of a current account, credit or debit card, banking or money transmission facilities or guarantee or any other deed, agreement or document under which the Borrower or any one of them is or may be indebted to the Lender.
- 1.5 "the Standard Security" means this Standard Security.
- 1.6 "the Secured Debt" has the meaning set out in Condition 2.1 of these Mortgage Conditions.
- 1.7 "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
- 1.8 "Specified Rate" means the rate of interest as applied from time to time to the Secured Debt and, where different rates of interest are applied to different parts of the Secured Debt any one of such rates as the Lender shall in its absolute discretion choose.
- 1.9 "the 1970 Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any further statutory modification or re-enactment of it.
- 1.10 Obligations of more than one person are joint and several obligations.
- 1.11 Words expressing the masculine include the feminine and words expressing the singular include the plural and vice versa.
- 1.12 In case of conflict the Loan Documentation prevails over these Mortgage Conditions in relation to the indebtedness to which it applies.
- 1.13 In construing the Lender it includes its successors and assignees.

(TWO) LIABILITIES SECURED BY THE STANDARD SECURITY

- 2.1 The Standard Security shall be a continuing security to the Lender for payment of all present and/or future indebtedness of the Borrower to the Lender in respect of
 - 2.1.1 any loan or advance made at any time to the Borrower (or any one or more of them) or in respect of which the Borrower is guarantor,
 - 2.1.2 any current and/or other account with interest thereon and banking charges,
 - 2.1.3 any money becoming payable to the Lender by the Borrower under these Mortgage Conditions.
 - 2.1.4 all other liabilities whatsoever of the Borrower to the Lender present future actual and/or contingent.
- 2.2 The Lender may appropriate to any part of the Secured Debt (whether interest, principal or other money) as it may choose
 - 2.2.1 any sum of money received from the Borrower or standing to his credit in the records of the Lender.
 - 2.2.2 any sum of money received from any other person if for the credit of the Borrower.
- 2.3 Where any sum of money becomes due from the Borrower to the Lender under these Mortgage Conditions (other than under Conditions 2.1.1 and 2.1.2) then unless otherwise stated in these 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.

(THREE) CERTIFICATION OF SECURED DEBT

The amount of the Secured Debt 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.

(FOUR) GENERAL PROVISIONS

- 4.1 The Chargor shall not grant or agree to grant any lease or tenancy of, or confer any enforceable licence to occupy the Property or grant any further securities over the Property, without the 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.

(FIVE) INSURANCE

- 5.1 The Chargor shall insure the Property (with the Lender named as joint insured unless the Lender agrees otherwise in writing) for the full reinstatement value of the Property and in relation to such risks as would normally be covered under a comprehensive building insurance policy (including, without limitation, fire, theft, storm and flood) with an insurer acceptable to the Lender (acting reasonably).
- 5.2 In the event that the Chargor does not insure the Property in accordance with Condition 5.1, the Lender may effect such insurance, at the expense of the Chargor, as the Lender may from time to time require, whether in the name of the Lender alone or in the names of the Lender and the Chargor.
- 5.3 The Chargor shall pay to the Lender on demand the amount of all premiums required to affect or maintain any policy for such insurance and may (if the Lender agrees) pay the same by monthly or other instalments of agreed amounts.
- 5.4 The Lender may at its discretion apply or require to be applied any money received on any insurance of the Property whether effected by the Lender or the Chargor in or towards making good the loss or damage in respect of which the money is paid or in or towards discharge of the Secured Debt and the Chargor shall hold any such money received by him on such insurance in trust for the Lender.

(SIX) OBLIGATIONS OF THE CHARGOR

- 6.1 The Chargor shall:
 - 6.1.1 Without delay and in a proper manner complete any buildings in the course of erection on the Property.
 - 6.1.2 Permit the Lender by its employees or agents with or without workmen and others to enter the Property in daytime on reasonable notice for the purposes of inspecting the condition of the Property.
 - 6.1.3 Keep the property in good repair and condition and not pull down, remove or dispose of any of it without the prior written consent of the lender except in the ordinary course of use, repair or maintenance or improvement and in particular the Chargor shall do any works of repair or maintenance as required by the Lender.

- 6.1.4 In the event of having to do any such required repairs or maintenance, permit the Lender (as before) to enter the property to do the repairs or maintenance, and pay to the Lender on demand the costs and expenses of and incidental to such works.
- 6.1.5 Observe and perform all conditions affecting the property or relating to the use and enjoyment of it.
- 6.1.6 Produce to the Lender without delay any other permission notice or document of any kind affecting or likely to affect the Property and served on the Chargor by any third party so that the Lender may make copies.
- 6.1.7 Not do or cause or permit to be done anything which might depreciate jeopardise or otherwise prejudice the value to the Lender of the security created by the Standard Security nor permit any persons to become entitled to any proprietary right or interest which might affect the value of the Property.
- 6.1.8 Keep the Property always in his possession and available for disposal with vacant possession (subject to any lease or tenancy authorised under the terms of these conditions or having priority to the Standard security) and not alter the use made of the Property without the prior written consent of the Lender.
- 6.1.9 Perform and observe the provisions of the Town and Country Planning (Scotland) Act 1972 or any statutory modifications or re-enactment of it and any other regulation or permission issued or given under it so far as the same relates to the Property and so that the Chargor fails to do so the Lender may remedy such failure and the Chargor shall pay to the Lender its expenses of doing so.
- 6.2 All of the obligations set out in condition 6.1 as are of a continuing nature shall be performed and observed throughout the continuance of the Standard Security.
- 6.3 Where the Property includes land, buildings or other heritable property that benefits from or is subject to an application for planning permission at any time during which Secured Debt remains owing under the security of this Standard Security, the Chargor agrees to:
 - 6.3.1 develop the relevant property to the Lender's satisfaction and in accordance with the timescales and conditions attached to the relevant planning permission (the "Works")
 - 6.3.2 notify the Lender of all progress in connection with the Works including all planning related matters and to disclose to the Lender all documentation, notices (sent or received), correspondence, details of any meetings that relate to the Works or any ongoing planning application that in any way affects or relates to the Property. The Chargor hereby waives all professional legal privilege in respect of the same;
 - 6.3.3 notify the Lender in writing of the action the Chargor is taking in relation to the Works at least 12 months (or as soon as possible if there is less than 12 months available on granting of this Standard Security) prior to the lapse of any timescales connected to/triggering the relevant planning permission (including reserved matters) that authorises the Works;
 - 6.3.4 procure warranties in relation to the Works and in particular the standard of workmanship in the Lender's favour in a form acceptable to the Lender from any third party employed or consulted in connection with the Works;
 - 6.3.5 procure that in any third party contract associated with the Works that the Lender has appropriate step in rights enabling the Lender to enforce any obligations owed to the Chargor as a party to such third party contracts in a format acceptable to the Lender;
 - 6.3.6 co-operate with the Lender and abide by the Lender's decisions and directions in respect of all planning related and development matters connected with the Works or any part of the Property;
 - 6.3.7 abide by the Lender's directions in respect of the appointment, ongoing work and supervision of the Lender's surveyor who shall at the Lender's sole discretion oversee and review all matters connected to the Works on the Lender's behalf. The Chargor agrees the Lender's surveyor's appointment and any work undertaken by him is to be at the Chargor's cost on a full indemnity basis;
 - 6.3.8 without prejudice to any other indemnity the Chargor has given to the Lender, the Chargor agrees to indemnify the Lender in all respects of all costs associated with the Works, any planning or development matters associated with the Property and the ongoing progress of the Works as the Lender sees fit;
 - 6.3.9 agree any further conditions that the Lender sees fit to impose in connection with the Works or the Property;
 - 6.3.10 pay any sums payable to the Lender under this Condition 6.3 immediately on demand.

(SEVEN) POWERS OF THE LENDER

- 7.1 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.
- 7.2 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 the happening of any of the following events.
 - 7.2.1 if all monies due under all or any part of the Loan Documentation become immediately payable to the lender,
 - 7.2.2 if the Chargor or any person included in the Chargor shall become apparently insolvent or shall have an award of sequestration made against him or shall grant a trust deed for the benefit of his creditors or enter into any arrangement with or for the benefit of his creditors or if (being a company) the Chargor shall go into liquidation whether voluntary or compulsory or shall have an administration order made in respect of its affairs business or property or have a receiver appointed in respect of the whole or any part of its undertaking,
 - 7.2.3 if the Property shall be compulsory purchased or requisitioned,
 - 7.2.4 if in the opinion of the Lender the Property shall have been injured or abandoned or shall be suffering depreciation through neglect mismanagement or any other cause,
- 7.3 In any of the events specified in Condition 7.2 above the whole of the Secured Debt shall become due forthwith from the Chargor to the Lender and the Lender may thereupon exercise all the powers conferred on it as a Creditor under the 1970 Act.
- 7.4 At any time or times after the power to enter into possession shall become exercisable the Lender may:
 - 7.4.1 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,
 - 7.4.2 accept such surrenders and grant such leases or tenancies as it shall in its absolute discretion think proper,
 - 7.4.3 employ and pay collectors or other agents for carrying out such powers,
 - 7.4.4 retain any money received by way of provision for any future payment or other money payable by the Chargor under the Loan Documentation, the Standard Security and these Mortgage Conditions,
 - 7.4.5 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 Debt.
- 7.5 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 of 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.
- 7.6 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.
- 7.7 The Lender may assign to any person its rights to recover all or part of the Secured Debt 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.
 - 7.7.1 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, charge or assignee in like manner and to like extent as they are to the Lender under the Standard Security.
 - 7.7.2 After the execution of any such transfer, assignment, charge or other disposition, the Loan Documentation 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.
 - 7.7.3 Every statement of fact made in good faith and contained in such transfer shall as against the Chargor be conclusive and binding.
- 7.8 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.
- 7.9 The Lender is not obliged to consider a request by the Chargor for a discharge of this Standard Security over part of the Property prior to the repayment of the Secured Debt. However, The Lender may consider such a request, at its absolute discretion. The terms of such a partial discharge of this 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.

(EIGHT) 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 Debt ("the Guarantor") (if any) from personal liability in case it shall subsequently appear that on redemption the amount of the Secured Debt 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 (Eight) to sustain a claim against him unless it is made in writing within six months after the date of redemption.

(NINE) FURTHER ASSURANCES AND POWER OF ATTORNEY

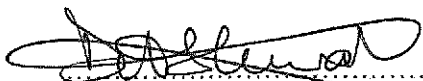
- 9.1 The Chargor undertakes with the Lender from time to time (for the purposes mentioned in Condition 9.2) notwithstanding that the Lenders power of sale may not have become exercisable, forthwith to execute any document or do any act or thing which the Lender may specify for perfecting or improving any Security created or intended to be created by the Standard Security or which the Lender may specify for facilitating the exercise or the proposed exercise of any of its powers or the protection, management or realisation of the Property comprised within the Standard Security.
- 9.2 For the purpose of securing the interest of the Lender in the Property, 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 any document or do any act or thing 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 consider appropriate in connection with the exercise of any powers in 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.

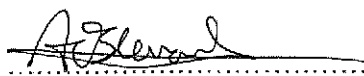
(TEN) MATRIMONIAL HOMES (FAMILY PROTECTION) (SCOTLAND) ACT 1981 AS AMENDED , THE CIVIL PARTNERSHIP ACT 2004 AND THE MARRIAGE AND CIVIL PARTNERSHIP (SCOTLAND) ACT 2014

- 10.1 Where the Chargor in the Standard Security, where appropriate, has not signed an Affidavit or Declaration, that the Property is not a matrimonial 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.

(ELEVEN) NOTICES

Any notice required or authorised to be served shall be deemed served if it is served in a manner authorised by the Rules and Regulations of the Lender which shall include the same being served by posting or delivering it as may be appropriate at the Chargor's last known address or in compliance with the 1970 Act.

.....(Chargor's Signature)

.....(Chargor's Signature)