



Registration of a Charge

Company name: **W. HARRISON & SONS (CARRIERS) LIMITED**

Company number: **00729701**



X844VDW3

Received for Electronic Filing: **25/04/2019**

Details of Charge

Date of creation: **15/04/2019**

Charge code: **0072 9701 0006**

Persons entitled: **NPIF TVC DEBT LP**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING UNIT 3, MIDDLETON AVENUE, STRUTHERHILL INDUSTRIAL ESTATE, LARKHALL, BEING THE WHOLE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN97716**

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: **FIONA ARMOUR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 729701

Charge code: 0072 9701 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th April 2019 and created by W. HARRISON & SONS (CARRIERS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2019 .

Given at Companies House, Cardiff on 26th April 2019

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

by

W. HARRISON & SONS (CARRIERS) LIMITED

in favour of

NPIF TVC DEBT LP

**SUBJECTS: UNIT 3, MIDDLETON AVENUE, STRUTHERHILL INDUSTRIAL ESTATE,
LARKHALL**

Standard Security

by

W. HARRISON & SONS (CARRIERS) LIMITED, a company incorporated in England and Wales (Registered Number 00729701) and having their registered office at Group Distribution Depot, Grimshaw Lane, Middleton, Manchester, M24 2AA (the "**Borrower**")

in favour of

NPIF TVC DEBT LP, a limited partnership incorporated in England and Wales (Registered Number LP 017865) having their registered office at Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL, acting by **TVC LOANS NPIF GP LIMITED**, as the general partner of **NPIF TVC DEBT LP**, a company incorporated in England and Wales (Registered Number 10597208) having their registered office at Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL, acting by **FW CAPITAL LIMITED**, a company incorporated in England and Wales (Registered Number 07078439) having their registered address and address for service at Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL (the "**Bank**");

Over:

ALL and WHOLE the subjects known as and forming Unit 3, Middleton Avenue, Strutherhill Industrial Estate, Larkhall, being the whole subjects registered in the Land Register of Scotland under Title Number LAN97716; Together with (i) the buildings and other erections thereon; (ii) the whole rights, common, mutual and exclusive pertaining thereto; (iii) the heritable fittings and fixtures therein and thereon; (iv) free ish and entry therefrom and thereto; (v) the parts privileges and pertinent thereof; and (vi) the Borrower's whole right, title and interest, present and future therein and thereto ("**the Security Subjects**");

In respect of:

All monies, obligations and liabilities whether principal, interest or otherwise which may now or at any time in the future be due or owing or incurred by the Borrower to the Bank (whether actual or contingent and whether incurred alone or jointly with another as principal,

guarantor, surety or otherwise and in whatever name or style) together with interest, charges and other expenses ("**the Secured Liabilities**").

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Standard Security:

"Act" means the Conveyancing and Feudal Reform (Scotland) Act 1970 (as amended from time to time) and any lawful variation operative for the time being;

"Business Day" means any day (other than Saturday) on which clearing banks are open for normal banking business in sterling in the City of London;

"Default Rate" means the default rate set out in the Facility Letter;

"Encumbrance" means any mortgage, standard security, charge (whether fixed or floating), assignment, assignation, pledge, encumbrance, hypothecation, security, interest, title retention or other preferential right having the effect of creating security over the property;

"Facility Letter" means the facility letter entered into between the Borrower and the Bank dated on or around the date hereof and as subsequently amended, reinstated, novated or assigned;

"Moveable Property" means any furniture, equipment, motor vehicles, goods, stock or any other moveable property, whether of a personal or business nature; and

"Standard Conditions" means the standard conditions specified in Schedule 3 of the Act;

1.2 Interpretation

In this Standard Security:

- (a) the expressions "Borrower" and "Bank", where the context admits, include their respective successors in title and assignees;
- (b) Clause headings are for ease of reference only and are not to affect the interpretation of this Standard Security;
- (c) words importing the singular are to include the plural and vice versa;

- (d) "including" shall not be construed as limiting the generality of the words preceding it;

any reference in this Standard Security to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

2. UNDERTAKING TO PAY SECURED LIABILITIES

The Borrower:

- 2.1 undertakes to pay and discharge the Secured Liabilities to the Bank or as the Bank may direct:

- (a) on the due date for payment or performance of the Secured Liabilities concerned as provided by the terms of any agreement or document constituting the same; and
- (b) in the absence of any express provision for payment and performance of the Secured Liabilities concerned on written demand by the Bank;

- 2.2 agrees that if it fails to pay any part of the Secured Liabilities when due then such amount will bear interest (after as well as before decree and payable on demand) at the Default Rate from the due date until paid in full; and

- 2.3 agrees with the Bank that a certificate signed by or on behalf of the Bank as to the amount, calculation or nature of the Secured Liabilities or any part of them will, in the absence of manifest error, be conclusive and binding on the Borrower.

3. STANDARD SECURITY

The Borrower as security for the due and punctual payment and performance of the Secured Liabilities hereby grants to the Bank a standard security over the Security Subjects.

4. STANDARD CONDITIONS

The Standard Conditions and any lawful variation of the Standard Conditions operative for the time being will apply.

5. VARIATION TO STANDARD CONDITIONS

The Standard Conditions will be varied to the effect that:

5.1 Repair

The Borrower shall keep the Security Subjects in its present state of repair and condition commensurate with their current use and permit representatives of the Bank free access at all times on reasonable notice to view the state and condition of the Security Subjects where reasonably necessary.

5.2 Insurance

The Borrower will insure the Security Subjects with such insurer and against such risks as the Bank may require and to the Bank's satisfaction for their full replacement value with the Bank's interest noted on the policy, or at the Bank's option with the Bank as joint insured for its rights and interests and the Borrower shall pay all premiums when due and produce or deposit with the Bank all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances.

5.3 Insurance Proceeds

Subject to the terms of any lease affecting the Security Subjects, all sums paid under any such insurance policy in compliance with Clause 5.2 must be paid to the Bank, and at the option of the Bank (acting reasonably) will be used either to repay the Secured Liabilities or to repair, reinstate or replace the loss or damage in respect of which the insurance proceeds are paid.

5.4 Alterations

The Borrower will not without the previous written consent of the Bank (such consent not to be unreasonably withheld) demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Security Subjects or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Security Subjects any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Security Subjects provided always that such consent shall not be required in the case of internal or non-structural alterations.

5.5 Occupation and Letting of the Security Subjects

- 5.5.1 The Borrower will not part with occupation of the Security Subjects or any part or grant any lease, licence, servitude, wayleave, overriding interest, real burden, water or drainage rights or other continuing rights upon or affecting the Security Subjects or any part, without the written consent of the Bank;
- 5.5.2 The Borrower will not grant or accept the surrender of, vary, terminate, renew or extend any lease of all or part of the Security Subjects without the written consent of the Bank.

5.6 Environmental

- 5.6.1 The Borrower will not do or omit to do anything, or permit anything to be done or omitted, on, at, under, over, from or to the Security Subjects or any part of it which could lead to the Borrower incurring any costs or liabilities or committing any offence under any environmental law;
- 5.6.2 The Borrower shall indemnify the Bank and its officers, employees and agents against all costs, liabilities and expenses which may be suffered or incurred by it arising out of or in connection with any such act, omission, or permission, any actual or threatened breach of environmental law or the presence of any hazardous substances on, at, under, over, or migrating to or from the Security Subjects;
- 5.6.3 The Borrower will ensure that it complies in all material respects with the terms of all environmental laws and will notify the Bank immediately upon becoming aware of any environmental issues which may have a prejudicial effect on the value of the Security Subjects and immediately following receipt of any notices or upon becoming aware of any actual or threatened claims in connection with any environmental matters directly or indirectly associated with the Security Subjects.

5.7 Planning Permissions

The Borrower will not make either directly or indirectly any application for planning permission of any kind in relation to the Security Subjects or any part of the Security Subjects without the written consent of the Bank which consent will not be unreasonably withheld or delayed.

5.8 Negative Pledge and Further Assurance

5.8.1 The Borrower undertakes to the Bank that it will not create or allow to subsist any Encumbrance without the written consent of the Bank which consent will not be unreasonably withheld or delayed. In the event that the Borrower creates any Encumbrance in breach of this prohibition, this Standard Security shall rank in priority to that Encumbrance;

5.8.2 The Borrower will, if and when required by the Bank, grant, sign and deliver all additional deeds and documents of any kind in a form acceptable to the Bank necessary in order to perfect or enhance the Bank's security under this Standard Security or to enable the Bank to enforce or exercise any of the powers available under this Standard Security.

5.9 **Summary Ejection**

The Bank may, at any time after it has become entitled to enter into possession of the Security Subjects, serve notice upon the Borrower requiring it to vacate the Security Subjects within a period of seven days and the Borrower will upon the expiry of that period vacate the Security Subjects so far as occupied by it or others for whom it is responsible, and the Borrower agrees that a warrant of summary ejection may competently proceed against it in the Sheriff Court of the District in which the Security Subjects is situated at the request of the Bank.

5.10 **Continuing Security**

The security constituted by this Standard Security shall be a continuing security and shall remain in full force and effect until total and irrevocable satisfaction of all the Secured Liabilities.

5.11 **Assignment**

The Bank may assign this Standard Security;

The Borrower must not assign, novate or otherwise deal with any rights, interests or obligations under this Standard Security.

5.12 **Moveable Items**

5.12.1 In the event that the Bank exercises any of the remedies available to it under the Act and the Borrower fails to remove from the Security Subjects any Moveable Property, after being called upon by the Bank by notice in writing to remove the same within a specified period, the

Bank will be entitled and is irrevocably authorised as agent of the Borrower to remove, sell, store or otherwise deal with or dispose of the Moveable Property in such manner and upon such terms as the Bank may in its sole discretion think fit, subject only to an obligation to account to the Borrower for any price received by the Bank for any of the same;

- 5.12.2 The Bank will not be liable for any loss or damage suffered by or caused to the Borrower by the exercise of these rights available to the Bank and the Borrower will be bound to indemnify the Bank against all expenses incurred by it in connection with or incidental to the removal, sale, storage or other dealing with or disposal of the Moveable Property and against all claims by or liability to any third party asserting ownership of any item.

If the Borrower shall fail to comply with any of the obligations under clause 5 then the Bank may enter upon the Security Subjects and repair or insure the Security Subjects or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and the moneys expended by the Bank shall be reimbursed by the Borrower on demand, and until so reimbursed, shall carry interest at the Default Rate from the date of payment to the date of reimbursement.

6. **POWER OF ATTORNEY**

The Borrower, if in default by way of security, hereby irrevocably appoints the Bank to be their Attorney (with full power to delegate) for them and in their name:

- 6.1 to execute all deeds, instruments, notices and documents which the Borrower ought to execute under the obligations and provisions contained in this Standard Security;
- 6.2 to do anything which the Borrower may or ought, or have agreed to do under this Standard Security;
- 6.3 to exercise all or any of the powers, authorities and discretions conferred by this Standard Security on the Bank;
- 6.4 to do anything which the Bank acting reasonably thinks fit for carrying out any sale, lease, charge or dealing by the Bank with all or any part of the Security Subjects;

- 6.5 to take any action necessary to renew any licence or certificate necessary to carry out any operation or business on the Security Subjects in the Borrower's name or otherwise.

The Borrower agrees with the Bank to ratify and confirm anything done by the Bank as their attorney when exercising or purportedly exercising the powers conferred above.

7. COSTS AND EXPENSES

- 7.1 The Borrower shall pay, on a full indemnity basis, all costs, charges, expenses and liabilities incurred by the Bank (including without limitation all amounts determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) or to be incurred by the Bank or any attorney, manager, agent or other person appointed by the Bank in connection with the preparation, negotiation, completion, execution, registration, perfection, modification, amendment, issue of waivers and consents under, enforcement and or attempted enforcement, preservation of rights under, exercise or purported exercise of rights under or decision as to whether to exercise rights under, assignation, release or discharge of this Standard Security or actions, proceedings or claims in respect of this Standard Security or the Security Subjects which costs, charges and expenses shall form part of the Secured Liabilities;

- 7.2 All amounts payable under Clause 7.1 shall bear interest at the Default Rate from the date the same are incurred, computed and compounded monthly.

8. NOTICES

- 8.1 Any communication to be made under or in connection with this Standard Security shall be made in writing.

- 8.2 The address of the Bank for any communication or document to be made or delivered under or in connection with this Standard Security is: Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL, or any substitute address as the Bank may notify to the other parties by not less than five Business Days' notice.

- 8.3 The address of the Borrower for any communication or document to be made or delivered under or in connection with this Standard Security is: Group Distribution Depot, Grimshaw Lane, Middleton, Manchester, M24 2AA, or any substitute

address or fax number as the Borrower may notify to the other parties by not less than five Business Days' notice.

8.4 Subject to clause 8.6 below, any communication made or document made or delivered by one person to another under or in connection with this Standard Security will only be effective:-

8.4.1 if by way of fax, when received in legible form; or

8.4.2 if by way of letter, when it has been delivered to the relevant address or two Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;

8.5 Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank.

8.6 The Bank may rely upon any communication by telephone, fax or email purporting to be on behalf of the Borrower by anyone notified to the Bank as being authorised to do so, without enquiry by the Bank as to authority or identity. The Borrower agrees to indemnify the Bank against any liability incurred or sustained by the Bank as a result.

9. **BANK'S LIABILITY**

9.1 In no circumstances shall the Bank be liable to account to the Borrower as a mortgagee in possession or otherwise for any moneys not actually received by the Bank.

9.2 In no circumstances shall the Bank be liable to the Borrower or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Security Subjects or from any act, default, omission or misconduct of the Bank its officers, employees or agents in relation to the Security Subjects or in connection with this Standard Security.

10. **LAW AND JURISDICTION**

10.1 This Standard Security shall be governed by and construed in accordance with Scots law, and the parties irrevocably submit to the exclusive jurisdiction of the Scottish courts and waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

11. **NO CONFLICT**

11.1 If there is any conflict between this Standard Security and the Facility Letter, the terms of the Facility Letter will prevail, so far as permitted by law.

12. **WARRANTICE**

The Borrower grants warrantice.

13. **REGISTRATION**

The Borrower consents to the registration for preservation and execution of this Standard Security and any certificate referred to in Clause 2.3 in the Books of Council and Session.

IN WITNESS WHEREOF these presents consisting of this and the preceding 9 pages are executed as follows:

This is an important document. You should take independent legal advice before signing and sign only when you fully understand the consequences and if you want to be legally bound.

SIGNED for and on behalf of **W. HARRISON & SONS (CARRIERS) LIMITED:**

Bryan Fen Director (BARRIE TAYLOR)
[Signature] ~~Director/Secretary~~/Witness

JOHN LANCASTER Witness full name (if applicable)

14 HOLLAND STREET Witness address (if applicable)

HURSTAD, RECHDALE

GLIB ZSD

At W. HARRISON & SONS (CARRIERS) LTD

On the 2ND APRIL day of

Two thousand and nineteen

W. HARRISON & SONS (CARRIERS) LIMITED

(Company No. 00729701)

("the Company")

EXTRACT from the Minute of a properly convened and quorate meeting of the Board of Directors of the Company at which all appropriate interests were declared held at *Grimshol Lane* on *2nd April* 2019.

- "1. It was explained that the purpose of the meeting was to consider and if thought fit, approve the terms of a Standard Security to be granted in favour of **NPIF TVC DEBT LP**, a limited partnership incorporated in England and Wales (Registered Number LP 017865) having their registered office at Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL, acting by **TVC LOANS NPIF GP LIMITED**, as the general partner of **NPIF TVC DEBT LP**, a company incorporated in England and Wales (Registered Number 10597208) having their registered office at Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL, acting by **FW CAPITAL LIMITED**, a company incorporated in England and Wales (Registered Number 07078439) having their registered address and address for service at Unit J, Yale Business Village, Ellice Way, Wrexham LL13 7YL over:- ALL and WHOLE the subjects known as and forming Unit 3, Middleton Avenue, Strutherhill Industrial Estate, Larkhall, being the whole subjects registered in the Land Register of Scotland under Title Number LAN97716.

2. IT WAS RESOLVED that following consideration of the terms of the Standard Security and consideration of the matters referred to in section 172(1) of the Companies Act 2006, the Standard Security and the transactions contemplated by it would promote the success of the Company for the benefit of its members as a whole and accordingly the Standard Security be signed on behalf of the Company by any director in the presence of a witness."

Certified a true extract

Director: *B. E. F. C.*

Date: *2nd Apr 19*