



Registration of a Charge

Company Name: **SPEY VALLEY HIRE CENTRE LIMITED**

Company Number: **SC109614**



Received for filing in Electronic Format on the: **18/08/2023**

XCA6DF0A

Details of Charge

Date of creation: **16/08/2023**

Charge code: **SC10 9614 0008**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description: **ALL AND WHOLE THAT AREA OF PIECE OF GROUND AT DALFABER INDUSTRIAL ESTATE, AVIEMORE LYING IN THE UNITED PARISH OF DUTHIL AND ROTHLEMURCHUS AND COUNTY OF INVERNESS EXTENDING TO 0.704 HECTARES OR THEREBY AND FORMING 16, 17 AND 18 DALFABER INDUSTRIAL ESTATE, AVIEMORE AS DESCRIBED IN THE INSTRUMENT**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **J C FRASER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 109614

Charge code: SC10 9614 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 16th August 2023 and created by SPEY VALLEY HIRE CENTRE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th August 2023 .

Given at Companies House, Edinburgh on 18th August 2023

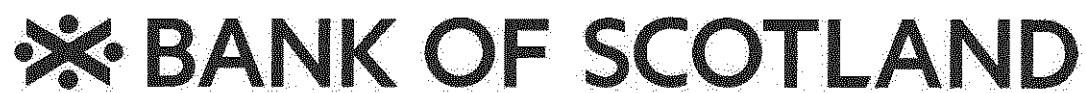
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



STANDARD SECURITY

by

SPEY VALLEY HIRE CENTRE LIMITED

in favour of

BANK OF SCOTLAND PLC

Property: Unit 16, 17 and 18 Dalfaber Industrial Estate, Aviemore

IMPORTANT NOTICE: We recommend that you consult your solicitor or other independent legal adviser before signing this document.

STANDARD SECURITY

In this **STANDARD SECURITY** the words listed below have the following meanings:-

BoS: **BANK OF SCOTLAND PLC** incorporated in Scotland under the Companies Act 1985 (Company No. SC327000) and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.

Borrower: **SPEY VALLEY HIRE CENTRE LIMITED** incorporated in Scotland under the Companies Acts (Company Number SC109614), and having its registered office at Spey Valley Hire Centre, Unit 3 Myrtlefield, Aviemore, PH22 1SD

Property: Unit 16, 17 and 18 Dalfaber Industrial Estate, Aviemore as more fully described in Part 1 of the Schedule.

Title Number: n/a

Deed of Conditions: The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security.

Schedule: The Schedule in three Parts annexed and signed as part of this Standard Security.

Secured Liabilities: has the meaning given to it in the Deed of Conditions.

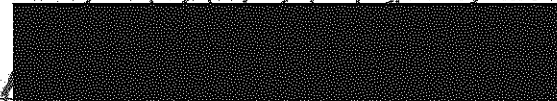
1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.

7. The Borrower consents to the registration of this Standard Security for execution.
8. This Standard Security shall be governed by and construed in accordance with Scots law.
9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is Level 5, 110 St Vincent Street, Glasgow, G2 5ER

IN WITNESS WHEREOF these presents consisting of this and the preceding page are together with the Schedule and the Plan executed by the Borrower as follows:-

Subscribed for and on behalf of Spey Valley Hire Centre Limited

by



~~*Authorised Signatory/Director/Company Secretary~~

BRIAN F. MACDONALD.

Full Name of Signatory (Please Print)

at INVERNESS

on 8TH AUGUST 2023

before



Witness (Signature)

JOHN DOUGLAS SMART

Witness Name (Please Print)

WRIGHT, JOHN STINE MACKENZIE LLP,

Witness Address

THE GREEN HOUSE, BEECHWOOD PARK NORTH, INVERNESS

*Please delete as applicable

Schedule referred to in the foregoing Standard Security by Spey Valley Hire Centre Limited in favour of Bank of Scotland plc

PART 1

ALL and WHOLE that area of piece of ground at Dalfaber Industrial Estate, Aviemore lying in the United Parish of Duthil and Rothiemurchus and County of Inverness extending to 0.704 hectares or thereby and forming 16, 17 and 18 Dalfaber Industrial Estate, Aviemore as more particularly described in and delineated in red on the sketch or plan thereof annexed and signed as relative to Feu Disposition by Highlands & Islands Enterprise in favour of Donald George Watt and Catherine Watt dated Fourth June and recorded in the Division of the General Register of Sasines for the County of Inverness on Fifteenth July all in the year Nineteen Hundred and Ninety Six: UNDER EXCEPTION of the subjects lying to the north of Dalfaber Drive, Aviemore registered in the Land Register of Scotland under Title Number INV39291 which subjects are shown coloured pink on the Plan annexed and subscribed as relative hereto; TOGETHER WITH (One) the whole buildings and erections thereon (Two) the fitting and fixtures therein and thereon (Three) free ish and entry therefrom and thereto; (Four) the parts, privileges and pertinents thereof and (Five) the Borrowers whole, right, title and interest, present and future, therein and thereto

PART 2

NONE

PART 3

Lease between the Customer and McGowan Outdoor Access Ltd over 16A Dalfaber Industrial Estate, Aviemore dated 11 June 2013 and 12 June 2013

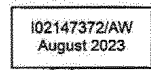
Lease between the Customer and R W Bell (Electrical) Pitlochry Ltd over 17/10 Dalfaber Industrial Estate, Aviemore dated April 2017

Lease between the Customer and Streamline Joinery and Building Limited over 17/5 Dalfaber Industrial Estate, Aviemore dated 16 March 2023

Lease between the Customer and Streamline Joinery and Building Limited over 17/4 Dalfaber Industrial Estate, Aviemore dated 16 March 2023

Lease between the Customer and Streamline Joinery and Building Limited over (1) ground floor subjects at Unit 18/1 and (2) Units 18/2, 18/3 and 18/4 all Dalfaber Industrial Estate, Aviemore dated 16 March 2023

16/18 Dalfaber Industrial Estate
Aviemore



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License number 100023402
Plotted Scale - 1:1250, Paper Size - A4



FIRST SCOTTISH GROUP
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