



**Registration of a Charge**

Company name: **EUROTRADE WINDOWS LIMITED**

Company number: **SC126666**



X83HE8DE

Received for Electronic Filing: **16/04/2019**

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**Details of Charge**

Date of creation: **10/04/2019**

Charge code: **SC12 6666 0003**

Persons entitled: **TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED**

Brief description: **ALL AND WHOLE SUBJECTS THE KIRKTON INN, MAIN STREET, DALRYMPLE, AYR, KA6 6DF AND 3 MAIN STREET, DALRYMPLE KA6 6DF BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER UNDER TITLE NUMBER AYR1970**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **KEVIN MCGLONE**



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

Company number: 126666

Charge code: SC12 6666 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 10th April 2019 and created by EUROTRADE WINDOWS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2019 .

Given at Companies House, Edinburgh on 17th 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

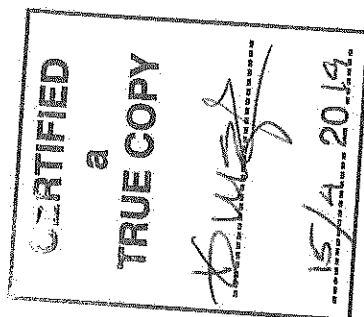
EUROTRADE WINDOWS LIMITED

in favour of

TENNENT CALEDONIAN BREWERIES WHOLESAL LIMITED

(trading as Tennent's)

Security Subjects: THE KIRKTON INN, MAIN STREET, DALRYMPLE, AYR KA6 6DF and 3  
MAIN STREET, DALRYMPLE KA6 6DF



2018

## **STANDARD SECURITY**

by

**EUROTRADE WINDOWS LIMITED**, a company incorporated under the Companies Acts with registered number SC126666 and having its registered office at 30 Waggon Road, Ayr, KA8 8BA

in favour of

**TENNENT CALEDONIAN BREWERIES WHOLESALE LIMITED** (trading as **Tennent's**), a company incorporated under the Companies Acts with registered number SC081527 and having its registered office at Crompton Way, North Newmoor Industrial Estate, Irvine, Strathclyde KA11 4HU

### **1 Definitions**

In this Standard Security:

- 1.1 **"Debtor"** means the said Eurotrade Windows Limited;
- 1.2 **"Creditor"** means the said Tennent Caledonian Breweries Wholesale Limited (trading as Tennent's) (which expression includes its successors and assignees whomsoever);
- 1.3 **"Security Subjects"** means ALL and WHOLE subjects The Kirkton Inn, Main Street, Dalrymple, Ayr, KA6 6DF and 3 Main Street, Dalrymple KA6 6DF being the subjects registered in the Land Register under Title Number AYR1970
- 1.4 **"Secured Obligations"** means any and all monies and obligations due, owing or incurred by the Debtor to the Creditor in any manner and in any currency or currencies, whether present or future, actual or contingent, incurred alone or jointly with any other person and whether as principal, guarantor, cautioner or surety including interest, costs, charges and expenses incurred by the Creditor in respect of those monies or obligations.

### **2 Security**

In security of the Secured Obligations the Debtor grants a standard security in favour of the Creditor over the Security Subjects.

### **3 Standard conditions**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply and the Standard Conditions shall be varied to the effect that:

- 3.1 the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations;

- 3.2 the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the Security Subjects and not the market value thereof;
- 3.3 all policies of insurance affording cover in respect of the Security Subjects shall be disclosed to the Creditor by the Debtor in order that they may be written or endorsed for the interests of the Creditor and the Debtor as the Creditor may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a). All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the Debtor to the Creditor and all monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Creditor so requires, in or towards the discharge of the Secured Obligations;
- 3.4 It shall be an obligation on the Debtor not to create or agree to create a subsequent security over the Security Subjects or any part thereof or convey or assign the same or any part thereof or make directly or indirectly any application for planning permission in relation to the Security Subjects or any part thereof or make application for an improvement grant or other grant in respect of the Security Subjects or any part thereof, without the prior consent in writing of the Creditor in each case which consent if granted may be so granted subject to such conditions as the Creditor may see fit to impose; and
- 3.5 If the Creditor shall enter into possession of the Security Subjects the Creditor shall be entitled (if it thinks fit) at the expense and risk of the Debtor to remove, store, sell or otherwise deal with any furniture, goods, equipment or other moveable property left in or upon the Security Subjects and not removed within fourteen days of the Creditor entering into possession, without the Creditor being liable for any loss or damage occasioned by the exercise of this power. The Creditor shall however be subject to an obligation to account for the proceeds of any such sale after deducting all expenses incurred by the Creditor in relation to such furniture, goods, equipment or other moveable property.
- 4 Debtor's obligations**
- 4.1 The Debtor undertakes to pay to the Creditor on demand the Secured Obligations.
- 4.2 The interest element of the Secured Obligations shall be at the rate(s) agreed between the Creditor and the Debtor or (failing such agreement) determined by the Creditor and shall be payable at such dates as may be so agreed or determined by the Creditor.
- 4.3 In the event of the foregoing personal obligation being granted by more than one person the expression "Debtor" means all such persons together and/or any one or more of them; and in all cases the obligations hereby undertaken by the Debtor shall bind all person(s) included in the expression "the Debtor" and his, her or their executors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order.

- 4.4 If there shall be any breach of the obligations contained or referred to in this document the Creditor shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Debtor, to withhold further facilities from the Debtor.
- 4.5 The sums due by the Debtor shall be conclusively ascertained by a statement under the hand of the Creditor.
- 4.6 The Creditor may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Creditor expressly so agrees) allow any person(s) any time or indulgence or enter into, renew, vary or end any arrangement, security or guarantee with any person(s).
- 4.7 Any person who under this document is liable for the debts of another shall not in competition with or in priority to the Creditor make any claim against that other or take or share in or enforce any security in respect of such debts, until the Secured Obligations have been paid to the Creditor in full. No liability under this document shall be affected by the existence of any other security or guarantee or by any other security or guarantee being or becoming void or unenforceable. The Creditor may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of the Secured Obligations without any obligation to apply them towards payment of the Secured Obligations; and in applying moneys towards payment of the Secured Obligations the Creditor may appropriate them towards such part(s) of the Secured Obligations as it thinks fit.

## 5 Warrandice

The Debtor grants warrandice.

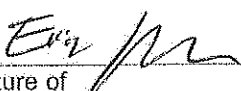
## 6 Consent to Registration

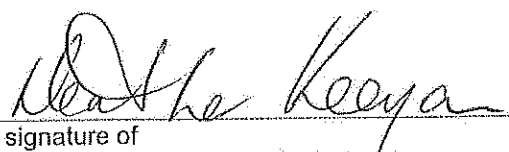
The Debtor consents to the registration of these presents for preservation and execution.

## 7 Testing clause

This document is executed as follows:-

By **EUROTRADE WINDOWS LIMITED**

  
 signature of  
 director/secretary/authorised signatory/witness  
ERIN CHRISTINA LEYDEN  
 full name of above (print)  
163 MAIN STREET  
PRESTWICK  
 address of witness

  
 signature of  
 director/secretary/authorised signatory  
HEATHER ELIZABETH KEENAN  
 full name of above (print)  
2/7/18  
 date of signing  
PRESTWICK  
 place of signing