



**Registration of a Charge**

Company Name: **CRAIGELLACHIE LIMITED**

Company Number: **SC441811**



Received for filing in Electronic Format on the: **20/07/2021**

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**Details of Charge**

Date of creation: **02/07/2021**

Charge code: **SC44 1811 0010**

Persons entitled: **ARBUTHNOT LATHAM & CO LIMITED**

Brief description: **STANDARD SECURITY OVER ALL AND WHOLE THE SUBJECTS KNOWN AS AND FORMING CRAIGELLACHIE HOTEL, VICTORIA STREET, CRAIGELLACHIE, ABERLOUR, AB38 9SR REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER BNF3892**

**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: **ANDREW THOMSON**



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

Company number: 441811

Charge code: SC44 1811 0010

The Registrar of Companies for Scotland hereby certifies that a charge dated 2nd July 2021 and created by CRAIGELLACHIE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2021 .

Given at Companies House, Edinburgh on 20th July 2021

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  
**CRAIGELLACHIE LIMITED**  
in favour of  
**ARBUTHNOT LATHAM & CO., LIMITED**

**Security Subjects:**  
**Craigellachie Hotel, Victoria Street, Craigellachie, Aberlour, AB38 9SR (Title Number BNF3892)**

## **STANDARD SECURITY**

by

**CRAIGELLACHIE LIMITED** (Company Number SC441811) having its registered office at Springfield House, Laurelhill Business Park, Stirling, FK7 9JQ (the "**Company**")

in favour of

**ARBUTHNOT LATHAM & CO., LIMITED** (Company number 00819519) having its registered office at Arbuthnot House, 7 Wilson Street, London EC2M 2SN (the "**Creditor**")

### **1 Definitions**

In this Standard Security:

- 1.1 "**Debtor**" means Piers Benedict Adam residing at 50 Albion Gate, London, W2 2LG;
- 1.2 "**Creditor**" means the said Arbuthnot Latham & Co., Limited (which expression includes its successors and assignees whomsoever);
- 1.3 "**Security Subjects**" means ALL and WHOLE the subjects known as **Craigellachie Hotel, Victoria Street, Craigellachie, Aberlour, AB38 9SR**, being the whole subjects registered in the Land Register of Scotland under Title Number BNF3892; and
- 1.4 "**Secured Sums**" means all sums of principal, interest and charges which are now and which may at any time hereafter become due to the Creditor by the Debtor whether solely or jointly with any other person, corporation, firm or other body and whether as principal or surety.

### **2 Security**

In security of the Secured Sums the Company 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 in order that they may be written or endorsed for the interests of the Creditor and the Company 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 Company 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 Sums;
- 3.4 it shall be an obligation on the Company 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 (otherwise than by *mortis causa* deed) 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;
- 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 and the Company 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 Mortgage Conditions**

This Standard Security incorporates the terms and conditions set out in the Mortgage Offer dated 25 August 2020 ("Mortgage Offer"). The Debtor acknowledges receipt and that the Debtor has read and understand them. The Debtor agrees to comply with the terms and conditions set out in the Mortgage Offer.

#### **5 Debtor's Obligations**

- 5.1 The Debtor undertakes to pay to the Creditor on demand the Secured Sums;
- 5.2 The interest element of the Secured Sums 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;
- 5.3 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;

- 5.4 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 banking facilities from the Debtor and to return without making payment thereof Cheques, Bills of Exchange, Direct Debits and other like documents drawn on the Creditor by the Debtor or otherwise bearing to be payable by the Creditor to the Debtor's order;
- 5.5 The sums due by the Debtor shall be conclusively ascertained by a statement under the hand of the Creditor;
- 5.6 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);
- 5.7 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 nor take or share in or enforce any security in respect of such debts, until such debts have been paid to the Creditor in full, nor shall such liability be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable; and the Creditor may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of such debts without any obligation to apply them towards payment of such debts; and in applying moneys towards payment of such debts the Creditor may appropriate them towards such part(s) of the debts as it thinks fit.

## **6 Warrandice**

And the Company grants warrandice.

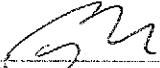
## **7 Consent to Registration**

The Company and the Creditor consent to the registration of these presents for preservation and execution.

## 8 Testing clause


This document is executed as follows:

For and on behalf of the Company

  
signature of witness

Glenn Ross McCreath  
full name of above (print)

Flat 69, Apsley House  
23-29 Finchley Road  
NW8 0NZ  
address of witness

  
signature of Director - Piers Benedict Adam

PIERS BENEDICT ADAM  
full name of above (print)

31/03/2021  
date of signing

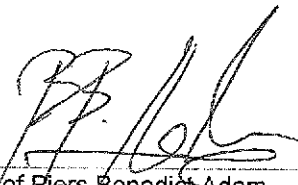
W22LG  
place of signing

By the Debtor

  
signature of witness

Glenn Ross McCreath  
full name of above (print)

Flat 69, Apsley House  
23-29 Finchley Road  
NW8 0NZ  
address of witness

  
signature of Piers Benedict Adam

PIERS BENEDICT ADAM  
full name of above (print)

31/03/2021  
date of signing

W22LG  
place of signing