

STANDARD SECURITY

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By

[]

in favour of

HISTORIC ENVIRONMENT
SCOTLAND

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STANDARD SECURITY

by

(1) [] and includes successors and representatives ("**Grantee**")

in favour of

(2) **HISTORIC ENVIRONMENT SCOTLAND**, a non-departmental public body incorporated under the Historic Environment Scotland Act 2014 being a registered Scottish Charity (SC045925) and having its principal place of business and registered Charity address at Longmore House, Salisbury Place, Edinburgh, EH9 1SH ("**HES**")

WHEREAS:-

(A) The Grantee has undertaken or is about to undertake the Secured Obligations to HES; and

(B) The Parties have agreed that the Secured Obligations shall be secured over the Property;

THEREFORE the Grantee hereby agrees and undertakes as follows:-

1 Definitions and Interpretation

1.1 Definitions

In this Standard Security:-

"**Control Period**" means the period of [5/10/15] years commencing on the later of (i) the date of registration of this Standard Security; (ii) the latest date of execution of the Secured Documentation; and (iii) the Scheme of Repair Completion Date as that is defined in the Secured Documentation;

["**Headlease**" means a lease under which the Grantee holds title to the Property;]

"**Lease**" includes any lease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them including any guarantee and any agreement to enter into any of them, in each case in relation to occupation of the Property or any part thereof and the expression tenant will be construed accordingly;

"**Parties**" means the Grantee and HES and "Party" refers to either of them as the context requires;

["**Permitted Security**" means [];

"**Property**" means ALL and WHOLE [●];

"**Secured Documentation**" means any and all of:-

- (i) the grant agreement constituted by the offer of grant made by HES dated [●] and the Grantee's acceptance thereof dated [●];
- (ii) any supplementary offer of grant to be made by HES and accepted by the Grantee to defray the cost of repair and maintenance of the Property;
- (iii) the Constitutive Deed of conservation burdens granted by the heritable proprietor of the Property in favour of HES and presented to the Registers of Scotland for recording/registration simultaneously with the presentation of this Standard Security;

"**Secured Obligations**" means all sums advanced or to be advanced to the Grantee by HES, and other sums or obligations due or to become due or payable or to become payable by the Grantee to HES, and interest on such sums advanced or to be advanced

or due or to becomes due to HES including, without prejudice to the foregoing generality, sums and obligations due by the Grantee in terms of the Secured Documentation; and

"Standard Conditions" means 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 and **"Standard Condition"** means any one of them having regard to the context in which it is used.

1.2 Interpretation

Save to the extent that the context or the express provisions of this Standard Security otherwise requires, in this Standard Security:-

- 1.2.1 words importing any gender shall include all other genders;
- 1.2.2 words importing the singular number only shall include the plural number and vice versa;
- 1.2.3 obligations contained in this Standard Security undertaken by more than one person shall be binding jointly and severally on them and their respective executors and representatives whomsoever without the necessity of discussing them in their order and all obligations imposed on the Grantee in this Standard Security shall bind the Grantee and the Grantee's successors all jointly and severally;
- 1.2.4 words importing individuals include corporations and vice versa;
- 1.2.5 references to this Standard Security or to any other document shall be construed as reference to this Standard Security or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 1.2.6 any reference to a Clause is to the relevant Clause of this Standard Security;
- 1.2.7 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision; and
- 1.2.8 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings

The headings in this Standard Security are included for convenience only and are to be ignored in construing this Standard Security.

2 **Grant of Security**

The Grantee, in security of the Secured Obligations, GRANTS a Standard Security in favour of HES over the Property [and hereby affirms that the Property is not a matrimonial home or a family home in relation to which a spouse or a civil partner of the Grantee has occupancy rights, all within the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) and the Civil Partnership Act 2004 (as amended)]/ [with the consent, as evidenced by his/her subscription hereof, of [], residing at [], [my spouse / civil partner], for the purposes of the Matrimonial

Homes (Family Protection) (Scotland) Act 1981 (as amended)/Civil Partnership Act 2004 (as amended)].

3 **Control Period**

The terms of this Standard Security will subsist for the Control Period.

4 **Standard Conditions**

Except as otherwise varied by the Secured Documentation or this Security, the Standard Conditions shall apply.

5 **General Undertakings**

During the Control Period:-

5.1 Negative Pledge

The Grantee shall not create, grant, incur or permit to subsist any other security over the whole or any part of the Property[other than a Permitted Security].

5.2 Disposals

The Grantee shall not sell, assign, transfer or otherwise dispose of, or purport or agree to dispose of, the whole or any part of the Property.

6 **Property Undertakings**

During the Control Period:-

6.1 Title

6.1.1 The Grantee must exercise its rights and comply in all respects with any title condition, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.

6.1.2 The Grantee may not agree to any amendment, supplement, waiver, surrender or release of any title condition, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.

6.1.3 The Grantee must promptly take all such steps as may be necessary or desirable to enable the Security created by this deed to be registered, where appropriate, at the Land Register of Scotland.

6.2 Planning

6.2.1 The Grantee must comply in all respects with all planning laws, permissions, agreements and conditions to which the Property may be subject.

6.2.2 The Grantee must not make directly or indirectly any application for planning permission in relation to the Property or any part of it, other than in respect of the Grant Funded Project as that term is defined in the Secured Documentation or as has been consented to by HES.

6.3 Leases

6.3.1 The Grantee may not without first obtaining the consent in writing of HES:

6.3.1.1 grant or agree to grant any new Lease;

- 6.3.1.2 agree to any amendment, supplement, extension, waiver, surrender, renunciation or release in respect of any Lease;
- 6.3.1.3 exercise any right to break, determine or extend any Lease;
- 6.3.1.4 commence any irritancy proceedings in respect of any Lease;
- 6.3.1.5 grant any licence or right to use or occupy all or any part of the Property;
- 6.3.1.6 consent to any sublease or assignment of any tenant's interest under any Lease; or
- 6.3.1.7 agree to any change of use under, or (except where required to do so under the terms of the relevant Lease) rent review in respect of, any Lease.

6.3.2 The Grantee must:

- 6.3.2.1 exercise its rights and comply with its obligations under each Lease;
- 6.3.2.2 use its reasonable endeavours to ensure that each tenant complies with its obligations under each Lease; and
- 6.3.2.3 in a proper and timely manner.

6.3.3 Each Lease must be in form and substance satisfactory to HES.

6.4 Headleases

6.4.1 The Grantee must:

- 6.4.1.1 exercise its rights and comply with its obligations under each Headlease; and
 - 6.4.1.2 use its reasonable endeavours to ensure that each landlord complies with its obligations under each Headlease;
- in a proper and timely manner.

6.4.2 The Grantee may not:

- 6.4.2.1 agree to any amendment, supplement, waiver, surrender, renunciation or release of any Headlease;
- 6.4.2.2 exercise any right to break, determine or extend any Headlease;
- 6.4.2.3 agree to any rent review in respect of any Headlease; nor
- 6.4.2.4 do or allow to be done any act as a result of which any Headlease may become liable to irritancy or otherwise be terminated.

6.5 Insurance

6.5.1 The Grantee must ensure that at all times the insurances required in terms of the Secured Documentation are maintained in full force and effect.

- 6.5.2 The Grantee must promptly notify HES of:
 - 6.5.2.1 any amendment, supplement, extension, termination, avoidance or cancellation of any of the required insurances made or, to its knowledge, threatened or pending;
 - 6.5.2.2 any claim, and any actual or threatened refusal of any claim, under any of the insurances; and
 - 6.5.2.3 any event or circumstance which has led or may lead to a breach by the Grantee of any term of this clause 6.
- 6.5.3 The Grantee must:
 - 6.5.3.1 comply with the terms of the required insurances;
 - 6.5.3.2 not do or permit anything to be done which may make void or voidable any of the required insurances.
- 6.5.4 The Grantee must ensure that:
 - 6.5.4.1 each premium for the required insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable; and
 - 6.5.4.2 all other things necessary are done so as to keep each of the required insurances in force.

7 **Assignment**

HES is entitled to assign the benefit of this Standard Security to any third party.

And the Grantee grants warrandice: IN WITNESS WHEREOF these presents printed on this and the [●] preceding pages are executed as follows:-