

**DAC BEACHCROFT**

**Andrew Martin - Senior Associate**

We note that some of the representations make reference to a restrictive covenant contained with the official copy of the register of title for the property "Bretton House, Station Road, Stow On The Wold, Cheltenham (GL54 1JU)", with title number GL123061. As we understand it, the suggestion is that the restrictive covenant should prevent alcohol being sold from the Premises which is the subject of the Premises Licence application.

We do not consider that these representations are valid for the purposes of the hearing as they do not touch upon the licensing objectives.

Furthermore, and in any event, the restrictive covenant to which (we presume) the representations refer does not have the effect of preventing the sale of alcohol from the Premises.

As mentioned above, we do not consider that the Licensing Sub-Committee should be troubled by this issue. However, in order to provide clarity on this matter, we enclose an up to date version official copy of register of title and the associated plan. The restrictive covenant to which (we presume) the representations refer is at 1(a) of the Schedule of Restrictive Covenants and arises from a conveyance dated 3 August 1960. As is clear from the Official Copy, this particular conveyance applies only to "the land tinted pink on the filed plan" (which can be seen from the attached title plan). The Premises that is subject to the Premises Licence Application (and specifically the area from which alcohol is to be sold) does not fall within the area tinted pink on the filed plan. Accordingly, the Applicant would not be acting in breach of the restrictive covenant in any event.

Although, we do not consider that this should be an issue that the Licensing Sub-Committee need consider, as it does not impact upon the Licensing Objectives etc, we would suggest that the attached Official Copy and (more importantly) the attached associated plan are included within the papers for the meeting.

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper

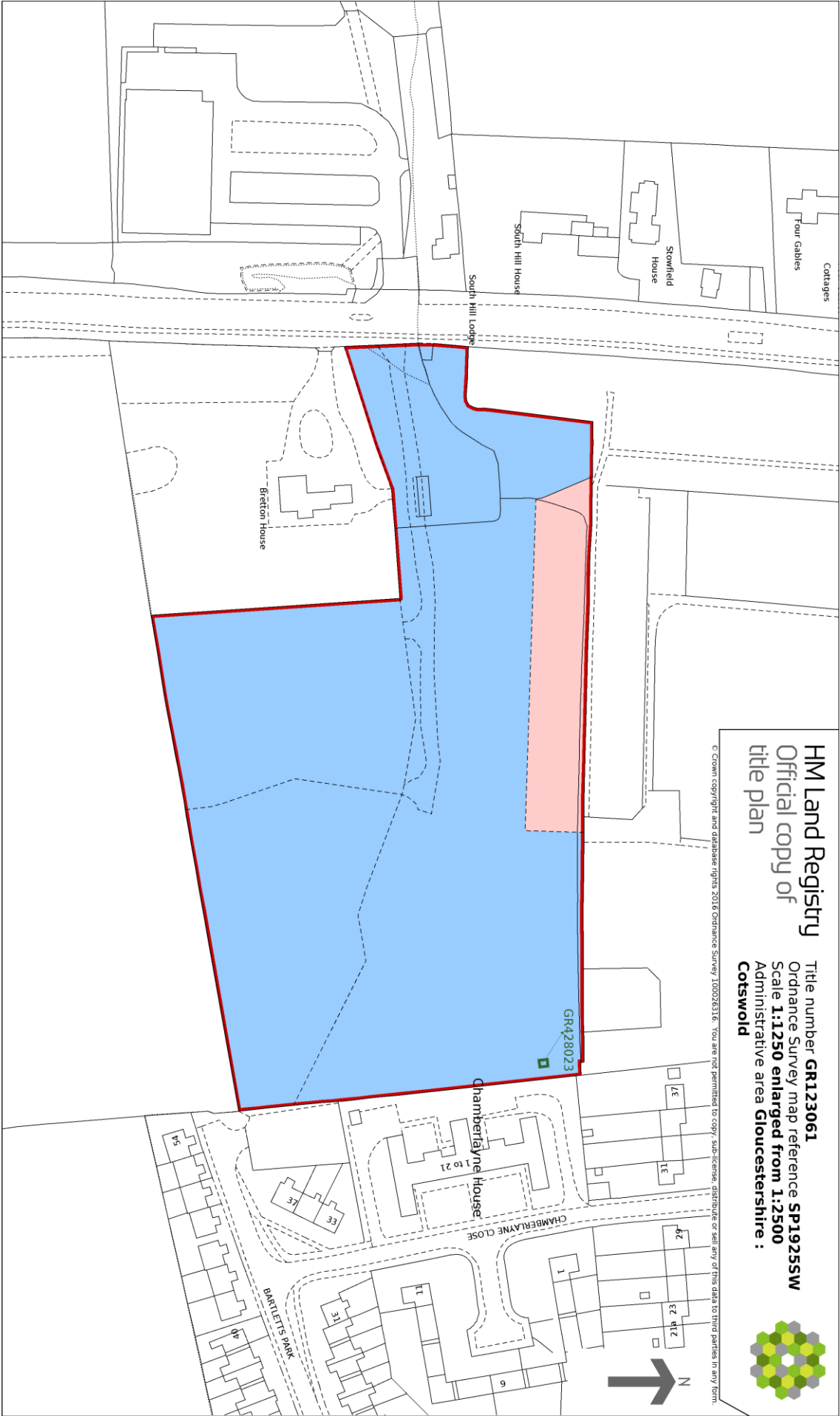
official copy by ordering one from HM Land Registry.

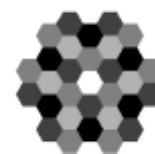
This official copy is issued on 29 October 2020 shows the state of this title plan on 29 October 2020 at 14:51:54. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).

This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions

in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Gloucester Office .





## Official copy of register of title

Title number GR123061

Edition date 20.08.2018

- This official copy shows the entries on the register of title on 29 OCT 2020 at 14:51:54.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 29 Oct 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

### A: Property Register

This register describes the land and estate comprised in the title.

GLOUCESTERSHIRE : COTSWOLD

- 1 (26.09.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Bretton House, Station Road, Stow On The Wold, Cheltenham (GL54 1JU).
- 2 (26.09.1989) The water-pipe shown by a blue line on the plan to the Conveyance dated 4 November 1969 referred to in the Charges Register is excluded from the registration.
- 3 (27.11.1990) The land has the benefit of the following rights reserved by a Transfer of Bretton House dated 30 August 1990 made between (1) Charles Church Chiltern Limited (Transferor) and (2) Barry Allen:-  
  
"There is excepted and reserved to the Transferor the unrestricted right at any time to move the access to the property to a position on the northern boundary thereof subject to the Vendor granting all necessary rights of access to the public highway."
- 4 (20.08.2018) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

### B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title absolute

- 1 (16.02.2016) PROPRIETOR: BRIO RETIREMENT LIVING (STOW ON THE WOLD) LIMITED (Co. Regn. No. 07576197) of 80 Cheapside, London EC2V 6EE.
- 2 (30.11.2016) The proprietor's address for service has been changed.
- 3 (02.01.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed

Title number GR123061

## B: Proprietorship Register continued

by the proprietor for the time being of the Charge dated 18 December 2017 in favour of Fern Trading Limited referred to in the Charges Register (or their conveyancer).

- 4 (02.01.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 18 December 2017 in favour of Liberty Retirement Living (Holdings) Limited referred to in the Charges Register (or their conveyancer).

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (26.09.1989) A Wayleave Agreement dated 30 September 1935 made between (1) P. M Christian Hare and (2) The Shropshire, Worcestershire and Staffordshire Electric Power Company relates to the erection, Maintenance, repair, renewal, inspection and removal of electric lines.

NOTE: No copy of the Agreement referred to is held by HM Land Registry.

- 2 (26.09.1989) A Conveyance of the land tinted pink on the filed plan dated 3 August 1960 made between (1) The Reverend Hugh Cuthbert Miller Potts (2) The Church Commissioners for England (3) The Gloucester Diocesan Board of Patronage and (4) The Stow-on-the-Wold Parish Council and others contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 3 (26.09.1989) The land tinted pink on the filed plan is subject to the following rights reserved by the Conveyance dated 3 August 1960 referred to above:-

"EXCEPT AND RESERVED unto the Vendor (i) full and free right and liberty without obtaining the consent of or making any compensation to the Purchasers or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the land belonging to the Vendor adjoining opposite or near to the said land and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any building for the time being thereon and (ii) the free flow of water and soil from any adjoining land belonging to the Vendor through any drains and watercourses now existing in the said land or substituted therefore by the Purchasers and subject to all rights of way and water and other easements (if any) affecting the same."

- 4 (26.09.1989) A Wayleave Consent dated 11 November 1960 made between (1) The Rector of Stow on the Wold and (2) The Midlands Electricity Board relates to the placing, maintenance, repair and removal of electric lines.

NOTE: Copy filed.

- 5 (26.09.1989) A Conveyance of the land tinted blue on the filed plan dated 20 October 1966 made between (1) The Reverend Ian Crawford Heron (Incumbent) (2) Church Commissioners for England (Commissioners) and (3) Colin Norman Jones (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 6 (26.09.1989) The land tinted pink on the filed plan is subject to the following rights reserved and granted by a Conveyance thereof dated 4 November 1969 made between (1) The Cotswold Water Board (Vendor) (2) The Stow-on-the-Wold Parish Council and others (Confirmors) and (3) Colin Norman Jones:-

"EXCEPT AND RESERVING unto the Vendor in fee simple (i) the main water-pipe (hereinafter called "the said pipe") under the said land for the purpose of identification only is shown by a blue line on the said plan



Title number GR123061

## C: Charges Register continued

and (ii) without prejudice to any existing or future powers of the Vendor whether statutory parliamentary or otherwise the right at all times on giving reasonable notice (save in an emergency) to the Purchaser to enter upon the said land for the purpose of inspecting maintaining repairing and renewing the said pipe causing as little damage as possible and making good all damage (including loss or damage to any growing crops) caused thereby

THE Purchaser as beneficial owner HEREBY GRANTS unto the vendor and its successors in title the right in fee simple for the vendor and its successors in title and its and their agents servants and licensees thereunto duly authorised (in common with the Purchaser and all persons having a like right) to pass and repass with or without vehicles over and along the access road which for the purpose of identification only is shown coloured brown cross hatched blue on the said plan or such other access road between the Fosse Way and the property hereby assured as may be agreed between the Vendor and the Purchaser for the purpose of exercising the rights hereinbefore reserved or granted unto the Vendor."

*NOTE: No copy of the above Plan is held by Land Registry.*

- 7 (28.04.2015) An Agreement dated 17 April 2015 made between (1) Repac Homes Limited (2) ECV Partnerships (Stow) Limited (3) Cotswold District Council and (4) Gloucestershire County Council pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions and covenants relating to the development of the land in this title.
- 8 (16.02.2016) A Transfer of the land in this title dated 20 January 2016 made between (1) Repac Homes Limited and (2) ECV Partnerships (Stow) Limited contains restrictive covenants.

*NOTE: Copy filed.*

- 9 (02.01.2018) REGISTERED CHARGE dated 18 December 2017.
- 10 (02.01.2018) Proprietor: FERN TRADING LIMITED (Co. Regn. No. 06447318) of 33 Holborn, London EC1N 2HT.
- 11 (02.01.2018) The proprietor of the Charge dated 18 December 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 12 (02.01.2018) REGISTERED CHARGE dated 18 December 2017.
- 13 (02.01.2018) Proprietor: LIBERTY RETIREMENT LIVING (HOLDINGS) LIMITED (Co. Regn. No. 8994969) of 80 Cheapside, London EC2V 6EE.
- 14 (02.01.2018) The proprietor of the Charge dated 18 December 2017 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 15 (20.08.2018) The land is subject to any rights that are granted by a Transfer of the land edged and numbered GR428023 in green on the title plan dated 18 July 2018 made between (1) Brio Retirement Living (Stow on the Wold) Limited and (2) Western Power Distribution (West Midlands) PLC and affect the registered land. The said Deed also contains restrictive covenants by the transferor.

*NOTE: Copy filed under GR428023.*

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 3 August 1960 referred to in the Charges Register:-

"The Purchasers to the intent that the covenants hereinafter contained shall bind the said land into whosoever hands the same may come and for the benefit and protection of the adjoining and neighbouring land of the vendor or any part or parts thereof hereby for themselves and their successors in title covenant with the Vendor and his successors

Title number GR123061

## Schedule of restrictive covenants continued

and also by way of separate covenant with the Commissioners as follows:-

(a) that neither the property hereby conveyed nor any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the same property or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the property hereby conveyed or any part thereof which may be or become a nuisance annoyance or disturbance to the Vendor or his successors of which may tend to depreciate or lessen the value of the adjoining and neighbouring property belonging to the Vendor.

(b) that no act deed matter or thing shall at any time be done suffered or permitted in or upon the property hereby conveyed or any part thereof which may be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of Stow-on-the-Wold or the Churchyard surrounding the same

(c) that they the Purchasers shall within twelve months of the date hereof erect to the satisfaction of the Vendor and for ever after maintain to the like satisfaction a suitable wall or fence to be approved by the Vendor on the boundary between the said land and the remainder of the Glebe land belonging to the said Benefice of Stow-on-the-Wold."

- 2 The following are details of the covenants contained in the Conveyance dated 20 October 1966 referred to in the Charges Register:-

"The Purchaser to the intent and so as to bind (so far as practicable) the property hereby conveyed into whosoever hands the same may come and to benefit and protect the land and premises situate in the said Parish of Stow-on-the-Wold and now belonging to the Incumbent and hitherto known as 'Cotswold House' Sheep Street Stow-on-the-Wold aforesaid but intended henceforth to be known as 'The Rectory' and each and every part thereof hereby covenants with the Incumbent and his successors and also by way of separate covenant with the Commissioners that the Purchaser will not at any time hereafter call or designate the messuage or dwellinghouse hereby conveyed or permit the same to be called or designated by any name which might suggest that the said property is owned or occupied by the incumbent for the time being of the said Benefice."

End of register