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Official copy
of register of
title

Title number LT280351

Edition date 20.02.2024

- This official copy shows the entries on the register of title on 21 JUL 2026 at 15:51:04.
- 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 21 Jul 2026.
- 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, Leicester Office.

A: Property Register

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

RUTLAND

- 1 (29.03.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Great Stair And The Library, Cour D Honneur, Burley (LE15 7FH).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Deed dated 15 January 1992 referred to in the Charges Register:-

"Mr. Hanbury hereby grants Lucca and its successors in title to Lucca's Property and their lessees the following rights:-

2.1 The right to walk down the avenues from Burley on the Hill towards the lake and from Burley on the Hill to the west and also around the circular walk in Burley Wood shown red on Plan Number 2 annexed hereto but so that the exercise of these rights will not prejudice any existing shooting rights in Burley Wood

2.2 The right subject to payment of a reasonable fee to ride in Burley Wood

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2.4 The right to the free and uninterrupted passage of water soil electricity telephone signals and other services to and from Lucca's Property through such services as are now laid through or under the Coach House and the right to enter onto the Coach House with or without vehicles equipment materials workmen and contractors for the purpose of inspecting cleansing constructing connecting to repairing and renewing the same subject to Lucca or the persons exercising such rights causing as little inconvenience as possible and doing no unnecessary damage and making good all damage caused to the reasonable satisfaction of Mr. Hanbury

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The provisions set out in paragraphs 1 2 and 3 of the Third Schedule to the Original Conveyance had been deleted and had been replaced by those set out in the Schedule hereto

A: Property Register continued

THE SCHEDULE

Exceptions and Reservations

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2. All foxes and the exclusive right of preserving hunting and retrieving and taking the same

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NOTE: The walk shown red on Plan No. 2 is the right referred to in clause 7 of the Fourth Schedule to the Transfer dated 27 November 1995 referred to below.

3 (29.12.1995) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 27 November 1995 referred to in the Charges Register.

4 (29.12.1995) The Transfer dated 27 November 1995 referred to above contains provisions as to light or air and boundary structures.

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 (03.03.2008) PROPRIETOR: PHILIP ANTHONY GALWAY-COOPER and WENDY SUZANNE GALWAY-COOPER of The Great Stair & Library, Burley House, Burley On The Hill, Rutland LE15 7FH.

2 (03.03.2008) The price stated to have been paid on 20 February 2008 was £1,650,000.

3 (20.09.2011) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

4 (12.06.2015) The proprietor's address for service has been changed.

5 (20.02.2024) A Deed of Covenant dated 30 November 2023 contains positive and/or indemnity covenants.

NOTE: Copy filed.

C: Charges Register

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

1 A Conveyance of the land in this title and other land dated 8 March 1990 made between (1) Evan Robert Hanbury (Vendor) and (2) Vemak (Jersey) Limited (Purchaser) contains covenants. By a Deed dated 15 January 1992 made between (1) Evan Robert Hanbury and (2) Lucca Wines Limited the said covenants were expressed to be Modified. Details of the covenants and of the modification are set out in the schedule of restrictive covenants hereto.

2 (29.12.1995) A Transfer of the land in this title dated 27 November 1995 made between (1) Kit Martin (Historic Houses Rescue) Limited (2) Burley Gardens Limited (3) Burley Terrace Limited and (4) Guardian Finance (Investments Mortgage) Limited contains restrictive covenants.

NOTE: Original filed.

C: Charges Register continued

- 3 (03.03.2008) REGISTERED CHARGE dated 20 February 2007.
- 4 (03.03.2008) Proprietor: NEWCASTLE BUILDING SOCIETY of 1 Cobalt Park Way, Wallsend NE28 9EJ.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 8 March 1990 referred to in the Charges Register:-

"FOR the benefit of the Vendor's estate known as "The Burley Estate" Oakham aforesaid ("the Estate" which description shall exclude the premises known as "The Coach House" and "The Stables" shaded yellow and green respectively on the attached plan) or the part or parts thereof for the time being remaining unsold and so as to bind the property into whosoever hands the same may come the Purchaser for itself and its successors in title HEREBY COVENANTS with the Vendor as follows:-

(a) (i) Not without the consent in writing of the Vendor (such consent not to be unreasonably withheld or delayed) to submit to the local planning authority any application for change of use of the existing buildings on the property ("the buildings") for any purpose other than:-

(a) that of a country house hotel conference and leisure centre and all uses ancillary thereto (which shall be deemed to include use for a golf clubhouse) and golf shop or

(b) the use thereof as independent dwellings or

(c) that of multiple occupation for residential or sheltered housing purposes

all of which developments shall be hereinafter referred to as "the permitted developments"

(ii) Not without the consent in writing of the Vendor (such consent not to be unreasonably withheld or delayed) to submit to the local planning authority any application for planning permission for use of the property or any parts or part thereof for any purpose other than development for the purposes of or ancillary to the permitted developments

(iii) Not in any event to implement any planning permission granted by the local planning authority for any purpose other than for the permitted developments or ancillary thereto

(iv) For the avoidance of doubt not to use the buildings for any other purpose than the permitted developments and as golf courses

(v) Save as aforesaid not to construct or allow to be constructed any other buildings on the property (save for a golf club house, a building in the style of a temple as indicated on Plan 'B' annexed hereto: buildings connected with the Rutland Agricultural Show: and such temporary buildings as shelters and halfway huts in connection with the golf course) or develop the same or allow the same to be developed in any way whatsoever

(c) Not to use the land comprised within the property hereby conveyed otherwise than as and for amenity grounds gardens golf courses and for other leisure interests except with the prior written consent of the Vendor such consent not to be unreasonably withheld

(d) Not to kill damage or maim foxes as may from time to time be situate on the property

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(f) Not at any time hereafter to carry on or permit to be carried on upon the property any activity or thing or permit the same to be used so as to be or become a nuisance or annoyance to the Vendor or to his

Schedule of restrictive covenants continued

tenants or to the neighbourhood PROVIDED THAT any of the permitted uses of the property shall not be capable of being a nuisance or annoyance aforesaid

(g) Not to permit or allow clay pigeon shooting within 500 metres of The Coach House or The Stables on more than ten days in any one year

(h) Not to permit or allow helicopters to approach the property from a northerly direction between The Old Vicarage and Park Cottage marked on the plan."

NOTE: Plan B filed under LT245606.

- 2 The following are details of the terms of the Modification contained in the Deed dated 15 January 1992 referred to in the Charges Register:-

"THE parties hereto hereby agree that the Original Conveyance shall henceforth be read and construed and shall take effect as if the following amendments had been made to the Original Conveyance

1.3 The following words shall be added to clause 2(a) of the Original conveyance "Provided that notwithstanding anything contained in this Conveyance the Purchaser and its successors in title shall not require any consent on the part of the Vendor to the submission of any planning application or the implementation of any planning permission for the conversion or extension of any buildings on the Property for residential use provided that any such building is in part based on or connected to an existing building or other structure (which shall include any existing wall or walls of any type whatsoever) or for the erection of any buildings or structures for purposes ancilliary to residential use which provide amenities for the occupants of buildings within the Property and the Purchaser and its successors in title shall not be prohibited from building erecting or using any such buildings or structures."

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1.6 Clause 2(c) of the Original Conveyance shall be deleted and replaced by the following wording:-

"not to use such part of the property as is from time to time unbuilt on otherwise than as and for amenity grounds gardens golf courses and for other leisure interests except with the prior written consent of the Vendor such consent not to be unreasonably withheld Provided That for the avoidance of doubt this covenant shall not prohibit the erection and use of any new building or other structure on the Property to the extent that the same is permitted under the covenants contained in this Conveyance as hereby amended."

End of register