



Registration of a Charge

Company Name: **BURGHLEY HOUSE PRESERVATION TRUST LIMITED**

Company Number: **00951524**



Received for filing in Electronic Format on the: **06/01/2023**

XBUN4K9S

Details of Charge

Date of creation: **04/01/2023**

Charge code: **0095 1524 0004**

Persons entitled: **C. HOARE & CO.**

Brief description: **THE PREMISES AT MANOR FARMHOUSE, BACK LANE, COLLYWESTON, STAMFORD PE9 3PJ (SHOWN EDGED RED ON THE PLAN ATTACHED TO THE INSTRUMENT LABELLED "MANOR FARMHOUSE, COLLYWESTON") REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER NN217630 (PART), THE PREMISES AT 12 PUDDING BAG LANE, PILSGATE, STAMFORD PE9 3HH (SHOWN EDGED RED ON THE PLAN ATTACHED TO THE INSTRUMENT LABELLED "12 PUDDING BAG LANE") REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CB64953 (PART) AND THE PREMISES AT CLOSE HOUSE, BARNACK, STAMFORD PE9 3DY (SHOWN EDGED RED ON THE PLAN ATTACHED TO THE INSTRUMENT LABELLED "CLOSE HOUSE, BARNACK") REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CB234898 (PART)**

Contains fixed charge(s).

Authentication of Form

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

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: **FARRER & CO LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 951524

Charge code: 0095 1524 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th January 2023 and created by BURGHLEY HOUSE PRESERVATION TRUST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2023 .

Given at Companies House, Cardiff on 9th January 2023

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**



Legal Charge of Land

for securing own liabilities as principal or surety

Guidance Notes

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND ONLY SIGN IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID THE BANK MAY ENFORCE ITS RIGHTS UNDER THIS CHARGE.

THIS LEGAL CHARGE is made

Date:

4 January 2023

BY:

Name:

Burghley House Preservation Trust Limited
(the **Mortgagor**)

Registered address:

Burghley Estate Office, 61 St. Martins, Stamford, Lincs.
PE9 2LQ

Registered in:

England & Wales

Registered number:

00951524

It is agreed as follows:

The C. Hoare & Co, Mortgage Conditions 2019 (the **Mortgage Conditions**) form part of this legal charge (this **Deed**) and words and phrases used in this Deed shall have the same meanings attributed to them in the Mortgage Conditions and you confirm receipt of a copy of the Mortgage Conditions.

1.1 The Mortgagor with full title guarantee as continuing security for the payment and discharge of all moneys and liabilities payable and owing to C. Hoare & Co. (the **Bank**) pursuant to the Mortgage Conditions:

1.1.1 Charges the Property (as defined in schedule 1) to the Bank by way of legal mortgage;

1.1.2 Charges by fixed charge:

- (a) the proceeds of sale of the whole or any part of the Property and any other monies paid or payable in respect of or in connection with the Property and all licenses to enter in or use the Property (or any part of it);
- (b) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the whole or any part of the Property and any monies paid or payable in respect of those covenants;
- (c) the benefit of all agreements (including, without limitation, any agreement for sale or agreement for lease), instruments and rights in respect of the whole or any part of the Property;
- (d) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them;

- (e) each policy of insurance in respect of the Property which the Mortgagor has an interest in, together with any other insurance policies from time to time; and
- (f) assigns to the Bank the proceeds of any policy of insurance from time to time affecting the whole or any part of the Property.
- 1.2 The Mortgagor consents to an application to the Land Registry for registration of the following restriction in the Proprietorship Register of the Property title to which is registered or is required to be registered at the Land Registry (including any unregistered properties subject to compulsory first registration at the date of the Deed):
- “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 4 January 2023 in favour of C. Hoare & Co. referred to in the charges register.”*
- 1.3 The Mortgagor confirms that so far as any of the Property is unregistered, such land is not affected by any unregistered interests which override first registration.
- 1.4 Where the Bank is, subject to the terms of any Offer Letter (as defined in the Mortgage Conditions), under an obligation to make further advances to you, the Deed has been made for securing such further advances, where such further advances constitute Debt (as defined in the Mortgage Conditions), and the Bank applies to the Land Registrar to enter a note of such obligation on the Charges Register of any registered land (and any unregistered properties subject to compulsory first registration at the date of the Deed) forming part of the Property.
- 1.5 The Mortgagor hereby covenants to join in any disposition by the Bank of the whole or any part of the Property in order to grant all such easements and otherwise over the registered land retained by the Mortgagor registered under title numbers NN217630 and CB234898 (together the **Retained Land**) as are necessary for its enjoyment and use including without prejudice to the generality of the forgoing all rights of way and rights to the passage of services appertaining to every and each part of the Property as at the date hereof (the **Necessary Rights**).
- 1.6 The Mortgagor hereby covenants with the Bank that upon a disposition of all or any part of the Retained Land the Mortgagor shall either include provision in the relevant disposition to reserve the Necessary Rights or procure that the disponent shall by deed covenant with the Bank to perform the Mortgagor’s covenants to the Bank contained in clause 1.5 of this Deed (including consenting to the restriction referred to in clause 1.7).
- 1.7 The Mortgagor consents to the entry of the following restriction against the titles to the Retained Land at HM Land Registry (but not for the avoidance of doubt the Property) following registration of this Deed and shall provide the Bank with all necessary assistance and/or documentation to permit entry of the 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 certificate signed by a conveyancer that the provisions of clause 1.6 of the charge dated 4 January 2023 in favour of C. Hoare & Co referred to in the charges register have been complied with or that they do not apply to the disposition*

- 1.8 The land charged is held by Burghley House Preservation Trust Limited, a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply.
- 1.9 The restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 also apply to the land (subject to section 117(3) of that Act).
- 1.10 The directors of the charity hereby certify that they have the power under its trusts to effect the charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.

IN WITNESS of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

SCHEDULE 1
THE PROPERTY

REGISTERED LAND

(Freehold, commonhold or leasehold property (if any) in England and Wales of which the Mortgagor is registered as the proprietor at the Land Registry)

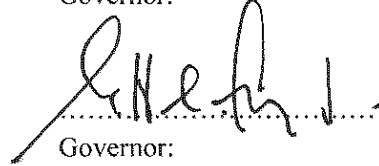
Premises at:	Registered at HM Land Registry under Title No:
Manor Farmhouse Back Lane Collyweston Stamford PE9 3PJ (shown edged red on the attached plan labelled "Manor Farmhouse, Collyweston")	NN217630 (part)
12 Pudding Bag Lane Pilsgate Stamford PE9 3HH (shown edged red on the attached plan labelled "12 Pudding Bag Lane")	CB64953 (part)
Close House Barnack Stamford PE9 3DY (shown edged red on the attached plan labelled "Close House, Barnack")	CB234898 (part)

EXECUTION PAGE

EXECUTED as a **DEED** by
BURGHLEY HOUSE PRESERVATION
TRUST LIMITED
Acting by Two Governors

) 
)
)

Governor:


.....
Governor:



Estate Office
61 High Street St Martins,
Stamford, Lincolnshire, PE9 2LQ
Tel: 01780 752075
Fax: 01780 765313

Manor Farmhouse, Collyweston

SCALE: 1:900

DATE: 20/09/2022



MAP FILENAME:
Manor Farmhouse, Collyweston

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12 Pudding Bag Lane

SCALE: 1:500

DATE: 20/09/2022

N

MAP FILENAME: 12 Pudding Bag Lane

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Close House, Barnack

SCALE: 1:1000
DATE: 03/01/2023
MAP FILENAME:
Close House, Barnack

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**C of E
(controlled)
Primary School**

*Farrer & Co LLP on behalf of
and with the authority of
the Mortgagee*

Barnack

JACK HAWKANE

FS

Close
Cottage

Villa Farm

Shelter

Fivebargate

2

The Maltings

Southcroft

Chester
Cottage

The
Old Fox

Hobart Cottage

THE SQUARE

Corner
Cottage

The Old
Cottage

The Old
Butchers

26

27

MAIN STREET

Blacksmiths
Cottage

Bramble
Cottage

Garden
Cottage

W Cottage

4

Grey
Stones

The
Meeting Ho

Hall

Glencoe

SCHOOL ROAD

2

3

28

athercott

23901 - Close House, Barnack

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37 Fleet Street
London EC4P 4DQ

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32 Lowndes Street
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