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Title register for:

Land at Cheney Manor Industrial Estate, Swindon (Freehold)

WT137058

Accessed on 09 November 2026 at 15:36:14

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Register summary

Title number	WT137058
Registered owners	Clearwater Properties Limited First Floor Offices, Wimberley Park, Knapp Lane, Brimscombe, Stroud, Gloucestershire GL5 2TH
Last sold for	£411,000 plus VAT on 21 August 2009

A: Property Register

This register describes the land and estates comprised in this title.

Entry number	Entry date	
1	1994-11-16	SWINDON The Freehold land shown edged with red on the plan of the above Title filed at the Registry and

		being Land at Cheney Manor Industrial Estate, Swindon.
2	1994-11-16	The Conveyance dated 1 March 1962 referred to in the Charges Register contains the following provision:- "PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:- (a) The Purchaser and its successors in title shall not by virtue of this Conveyance acquire any easement or right of light or air or other easements which would restrict or interfere with the free use and enjoyment of any adjoining or neighbouring land of the Corporation for building or any purposes and any enjoyment of light or air had by the Purchaser or its successors in title from or over any adjoining or neighbouring land of the Corporation shall be deemed to be had by the consent of the Corporation. (b) No estate or interest in the soil of the roads or footpaths adjacent to the premises is or shall be deemed to be included in the premises hereby conveyed."
3	2008-04-14	A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.
4	2017-03-16	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.
5	2017-03-16	The land has the benefit of any legal easements reserved by a Transfer of the land edged and numbered WT428419 in green on the title plan dated 24 February 2017 made between (1) Clearwater Properties Limited and (2) First City

		Healthcare Ltd but is subject to any rights that are granted by the said deed and affect the registered land. ¬NOTE: Copy filed under WT428419.
6	2017-03-16	The Transfer dated 24 February 2017 referred to above contains a provision as to 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.

Class of Title: Title absolute

Entry number	Entry date	
1	2009-10-26	PROPRIETOR: CLEARWATER PROPERTIES LIMITED (Co. Regn. No. 04482168) of First Floor Offices, Wimberley Park, Knapp Lane, Brimscombe, Stroud, Gloucestershire GL5 2TH.
2	2009-10-26	The price stated to have been paid on 21 August 2009 was £411,000 plus VAT.
3	2009-10-26	The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

Class of Title: Title absolute

Entry number	Entry date

1	1994-11-16	A Conveyance dated 1 February 1922 made between (1) The North Swindon Estate Company Limited (2) Thomas Ball Silcock and (3) Walter Edwards contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
2	1994-11-16	A Conveyance of the land in this title and other land dated 1 March 1962 made between (1) The Mayor Aldermen and Burgesses of the Borough of Swindon (Corporation) and (2) The Plessey Company Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
3	1994-11-16	The land is subject to the following rights reserved by the Conveyance dated 1 March 1962 referred to above:- "EXCEPT AND RESERVING unto the Corporation the rights specified in the First Schedule hereto THE FIRST SCHEDULE above referred to The rights to retain in position the sewers laid and constructed under the premises in the positions approximately indicated by blue and red lines on the said plan Together with the right to the passage of running water and soil through the said sewers and Together with full right and liberty for the Corporation their agents servants and workmen to enter upon the premises for the purpose of maintaining repairing and cleansing the said sewers and making connections thereto the Corporation making good any damage done or occasioned to the premises by the exercise of such right of entry as aforesaid."

		¬NOTE: Copy plan filed.
4	1994-11-16	The land is subject to the following rights granted by a Conveyance of land adjoining the northern boundaries of the land in this title dated 5 April 1967 made between (1) Plessey-UK Limited (Vendor) and (2) Square D Limited (Purchaser):- The right of free passage and running of water soil gas and electricity through the pipes wires and cables now or hereafter laid under the adjoining land of the Vendor and serving the property hereby conveyed Together with the right at all times to enter upon the said adjoining land of the Vendor for the purpose of maintaining repairing and renewing the said pipes wires and cables the Purchaser making good any damage caused thereby to the reasonable satisfaction of the Vendor.
5	2009-10-26	REGISTERED CHARGE dated 15 October 2009.
6	2009-10-26	Proprietor: ALVIN MARK LINDLEY of First Floor Offices, Wimberley Park, Knapp Lane, Brimscombe, Stroud, Gloucestershire GL5 2TH.
7	2014-07-10	By an Order of the Upper Tribunal (Lands Chamber) dated 2 July 2014 made pursuant to Section 84 of the Law of Property Act 1925 the restrictive covenants contained in clauses (a) to (k) to the Conveyance dated 1 March 1962 referred to above were released. ¬NOTE: Copy Order filed.
8		The following are details of the covenants contained in the Conveyance dated 1 March 1962 referred to in the Charges Register:-

"The Purchaser so as to bind so far as may be the premises hereby conveyed into whosesoever hands the same may come and TO THE INTENT that the covenants contained in subclauses (a) (c) (d) (f) (h) (i) and (j) of this clause shall be for the benefit and protection of the land forming the Corporation's Industrial Estate at Cheney Manor Swindon aforesaid or any part or parts thereof but so that the benefit of the covenants contained in sub-clauses (b) (e) (g) (k) (l) and (m) hereof shall remain vested in the Corporation and shall not run with the land of the Corporation or be assigned by the Corporation to the Purchaser of any neighbouring or adjoining property HEREBY COVENANTS with the Corporation that the Purchaser and those deriving title under it will at all times hereafter observe and perform the following restrictions and stipulations:-

(a) not at any time during the said term to place or store for more than twenty-one days any materials or things upon any part of the premises which may not for the time being be covered by buildings without the prior written consent of the Corporation

(b) not at any time to build construct or place or permit or suffer to be built constructed or placed any new or additional building or erections or work on the premises or any part thereof or to make any alteration or addition to the premises or change the existing design or appearance or the decorative scheme of the premises (all of which are referred to in this sub-clause as "new works") except with the prior written approval of the Corporation (which shall not be unreasonably withheld) and in accordance with plans elevations sections site plans and specifications which have first been approved in writing by the Corporation and the Corporation may as a condition of any approval given as aforesaid make such

stipulations as it shall deem necessary regarding the provision by the Purchaser of vehicle parking facilities on the premises IN the event of the Purchaser carrying out any new works without the prior written consent of the Corporation it shall be lawful for the Corporation to enter upon the premises and restore them to the condition in which they were before the Purchaser commenced such new works and the expenses of the Corporation in so doing together with interest at 7 per centum per annum shall be paid by the Purchaser to the Corporation within twenty-one days from the date of a written demand in that behalf IN the event of the Purchaser carrying out any new works to which the Corporation may have given their prior written consent which do not comply with the plans elevations sections site plans and specifications approved by the Surveyor for the time being of the Corporation (hereinafter called "the Surveyor") the Purchaser shall immediately upon notice in writing from the Surveyor requiring it so to do make good and correct all such works which do not comply with the said plans elevations sections site plans and specifications as directed by the Surveyor and if the Purchaser shall neglect so to do for the space of seven days after such notice then it shall be lawful for the Corporation or its servants contractors agents and workmen to remove or make good and correct all such non-complying works and all expenses of so doing with interest thereon at the rate of 7 per centum per annum shall be paid by the Purchaser to the Corporation within twenty-one days of a written demand in that behalf THE Purchaser shall permit the Surveyor and other duly authorised officers and servants of the Corporation at all reasonable times to enter upon the premises to view the state of progress of any new works which the Corporation has approved and to inspect or test the material and workmanship thereof and for the

purpose of ascertaining generally that any such works have been and are being carried out in accordance with the plans elevations sections site plans and specifications approved by the Corporation and the Purchaser shall permit the Corporation its servants and contractors to enter upon the premises to carry out any works or do any matter or thing which under this Clause the Corporation is empowered to do or carry out.

(c) to permit the Corporation and the lessees or occupiers of adjoining property belonging to the Corporation if authorised in writing by the Corporation and their officers servants agents and workmen at all reasonable times after reasonable notice to enter upon the premises to execute repairs alterations painting redecoration or any other works whatsoever to any adjoining property now or hereafter belonging to the Corporation the person or persons exercising such right making good all damage thereby occasioned to the premises and also to permit the Corporation and the Lessees or occupiers of adjoining property authorised as aforesaid and their respective officers servants contractors agents and workmen at any time to enter upon the premises for the purpose of constructing laying down connecting altering repairing cleansing or maintaining any sewers drains gutters pipes or cables in or under the premises for the accommodation of any adjoining or neighbouring property now or hereafter belonging to the Corporation the person or persons exercising such right making good all damage thereby occasioned to the premises.

(d) not at any time during the term to use or permit or suffer to be used the premises or any part thereof for any purpose other than light industrial purposes in which the processes carried on or the machinery used are such as can be

carried on or used without detriment to the amenity of the area by reason of noise vibration smell fumes smoke soot ash dust or grit

(e) not to install any fuel burning apparatus on the said premises other than apparatus of a type approved by the Surveyor and to erect any chimney in connection with any such apparatus to the satisfaction in all respects of the Corporation TO keep all fuel burning apparatus installed on the premises repaired and maintained to the satisfaction of the Corporation

(f) not to cause or permit smoke effluvia vapour or grit to be emitted from any apparatus on the land hereby conveyed or in any buildings erected thereon to such an extent as in the opinion of the Surveyor would result in loss of amenity to other occupiers of the Corporation's Industrial Estate at Cheney Manor Swindon aforesaid or to the surrounding neighbourhood and to erect any chimney in connection with any such apparatus to the satisfaction in all respects of the Corporation.

(g) to permit officers of the Corporation to enter upon the premises to inspect the method of stoking any fuel burning apparatus installed on the premises and to comply with the reasonable directions of the Surveyor with regard to the method of stoking such apparatus and the type of fuel used therein.

(h) not to use the premises or any part thereof or permit or suffer the same to be used for any illegal or immoral purpose nor to permit or suffer to be done in or upon the premises nor to permit or suffer to be brought upon the premises anything which may be or become a danger or nuisance or which may cause damage or inconvenience to the Corporation their lessees or tenants or occupiers of any adjoining or

neighbouring property and not to use or permit or suffer to be used any portion of the premises or anything connected therewith as an advertising station or for the display of board posters notices or signs except such as may be permitted in writing by the Corporation.

(i) not to form or permit to be formed a rubbish dump on the premises but to keep all rubbish and refuse in properly covered receptacles to the reasonable satisfaction of the Corporation TO arrange at the Purchaser's own expense for the removal of all refuse (other than refuse which the Corporation are under obligation to remove under the Public Health Act 1936 or otherwise) from the premises at least once in each week.

(j) not to allow any vehicle under the direct control of the Purchaser to park or unload on any road which is within the Corporation's Industrial Estate at Cheney Manor Swindon aforesaid whether such road is maintainable at the public expense or not Provided that a vehicle or trailer which by reason of its size or design cannot conveniently enter or manoeuvre upon the roads situate upon the premises may be permitted to park upon that portion of the said road within the said Industrial Estate to which the premises front for so long only as is necessary to load or unload such vehicle or trailer.

(k) not to supply gas electricity water or heating to any other tenant or occupier of land comprised within the Corporation's Industrial Estate situate at Cheney Manor Swindon aforesaid.

(l) not without the prior consent in writing of the Corporation to build or construct or permit or suffer to be built or constructed any building or structure upon any part of the land hereby conveyed which is situate within a distance of

fifteen feet of the centre line of the sewers laid and constructed in the positions approximately indicated by blue and red lines on the said plan.

(m) not to fell any trees growing on the premises at the date hereof without the prior consent in writing of the Corporation

The Purchaser further covenants with the Corporation as follows:-

(a) In the event of the Corporation giving consent under the provisions of Clause 3(1) hereof enabling the Purchaser to construct any building or structure over any of the said sewers or within fifteen feet of the centre line thereof the Purchaser will:-

(i) at the Purchaser's own expense construct suitable protection to such sewers to the satisfaction and under the supervision of the Surveyor

(ii) not cover or build over any manhole or inspection cover

(iii) should a major failure develop in such sewers permit the Corporation at the Corporation's expense to excavate down to such sewer PROVIDED that the site of such excavation shall be cleared of any obstruction at the Purchaser's expense and no claim shall be made by the Purchaser against the Corporation in respect thereof nor in respect of any consequent delays in or loss of production.

(b) To provide and forever thereafter maintain on the premises such vehicle parking facilities as shall be required by the Corporation as a condition of any approval given under sub-clause (b) of Clause 3 hereof.

(c) At the Purchaser's own expense to adjust the levels of manhole shafts and covers to whatever level the Purchaser shall grade the surface of the premises.

(d) To lay out and plant in a manner to be agreed with the Corporation so much of the premises as is not for the time being covered with buildings.

(e) All future and further conveyances and dispositions of the property hereby conveyed or any part or parts thereof by the Purchaser and its successors in title shall contain covenants similar to the covenants contained in this Clause by the then Purchaser or other person or persons in whose favour the conveyance or disposition is made with the Corporation or its successors in title."

¬NOTE: Copy plan filed.