

Dated 31st October 2025

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

FIRST STREET DEVELOPMENTS LIMITED

-and -

HOUSE OF SOCIAL ONE LIMITED

-and-

CAIN INTERNATIONAL AGENT LIMITED

DEED OF VARIATION

pursuant to Section 106A Town and Country Planning Act 1990 (as amended)
relating to land bounded by River Street to the North, River Street and Vacant Land to the East,
Hulme Street to the South and Plot 10A of the First Street Masterplan to the West
in the City of Manchester M15 4RF

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA

L/MK/PLA 001/84310

THIS AGREEMENT is made the 31st day of October 2025

BETWEEN:

- 1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("the Council"),
- 2) **FIRST STREET DEVELOPMENT LIMITED** (company registration no 11168919) of Floor 1, 7 Constance Street, Manchester, M15 4JQ ("the Owner")
- 3) **HOUSE OF SOCIAL ONE LIMITED** (company registration no 14413976) of Horseshoe Farm, Elkington Way, Alderley Edge, SK9 7GU ("the Developer")
- 4) **CAIN INTERNATIONAL AGENT LIMITED** as common security agent (company registration no 10929941) of 72 Welbeck Street, London, W1G 0AY ("the Lender")

WHEREAS:

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable and by whom the Original Agreement is enforceable The Development or the Revised Development (as hereinafter defined) will be carried out on the Site The Site is situated within the Administrative Boundaries of Manchester and this planning obligation created by this Deed is enforceable by the Council
- B The Owner is the freehold owner of that part of the Site, the Estate Roads Site and other land registered at HM Land Registry with Title Absolute under Title Number GM784465, MAN399729 and MAN272295 together with but subject to all matters contained to or referred to in the Title Registers thereunder
- C The Developer is interested in the Site by virtue of a lease dated 11 August 2023 registered at HM Land Registry with Title Absolute under Title Number MAN425847 and made between (1) the Owner, (2) the Developer and (3) First Street Management Company Limited
- D On 25 July 2023 the Council granted the Planning Permission and the Council, the Owner and the Developer entered into the Original Agreement

- E The Developer has now submitted the Revised Application to the Council
- F The Council is willing to grant planning permission pursuant to the Revised Application. The Council and the Owner have agreed that amendments to the Original Agreement are necessary as a result of the Council's willingness to grant planning permission pursuant to the Revised Application
- G The Lender has a charge over the Site pursuant to a facility agreement dated 15 March 2024, as amended and restated on 31 January 2025 and has agreed to enter into this Deed to give its consent to the terms of this Deed

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

- 1 1 "Planning Permission" the planning permission granted pursuant to reference 136170/FO/2023 (as amended by the non material amendment reference 137946/NMC/2023 and the non material amendment reference 141139/NMC/2024),

"Original Agreement" the agreement made under section 106 of the Town and Country Planning Act 1990 dated 25 July 2023 a copy of which can be found at Appendix 1 to this Deed,

"Revised Application" shall mean the application pursuant to s 73 of the Act dated 2 October 2024 pursuant to the Planning Permission and submitted to the Council for the Revised Development with reference number 141162/JO/2024,

"Revised Development" shall mean the Development revised pursuant to the Revised Application, and

"Revised Permission" means the planning permission to be granted pursuant to the Revised Application

- 1 2 In this Deed the definitions and interpretations shall unless the context requires otherwise have the meanings prescribed in the Original Agreement, save as set out in Clause 1 1 of this Deed

2 **PLANNING OBLIGATION**

2 1 This Deed is made pursuant to section 106 and section 106A of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation

2 2 This Deed creates planning obligations which bind the Site and are enforceable by the Council as local planning authority for the purposes of Section 106 of the Act

3 **CONDITION PRECEDENT**

This Deed is conditional upon the grant of the Revised Planning Permission and Commencement of the Development pursuant to the Revised Planning Permission save for the provisions of Clauses 7, 8, 9, 10, 11 and 12 which shall have immediate effect

4 **EFFECT OF THIS DEED**

4 1 From and including the date of this Deed, the Original Agreement shall be read and construed as varied by the provisions set out in clause 5 to this Deed,

4 2 The Original Agreement shall remain fully effective as varied by this Deed and the terms of the Original Agreement shall have effect as though the provisions contained in this Deed had been originally contained in the Original Agreement,

4 3 The Owner covenants to observe and perform the covenants, restrictions and obligations contained within the Original Agreement as varied by this Deed, and

4 4 The Council covenants to observe and perform the covenants, restrictions and obligations on its part contained in the Original Agreement as varied by this Deed

5 **VARIATIONS TO THE ORIGINAL AGREEMENT**

5 1 The parties hereto hereby agree that the Original Agreement shall be read and construed as having been varied as follows

5 1 1 The following definitions shall be added to clause 1

“**Market Rent**” shall mean as defined by RICS (or such successor or replacement organisation) and is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion,

“**Revised Application**” shall mean the application pursuant to s 73 of the Act dated 2 October 2024 pursuant to the Planning Permission and submitted to the Council for the Revised Development with reference number 141162/JO/2024,

“**Revised Permission**” shall mean the permission to be granted pursuant to the Revised Application,”

- 5 1 2 The wording in clause 1 (definition of “Planning Permission”) shall be deleted and the following wording shall be substituted in its place

““**Planning Permission**” the planning permission granted pursuant to the Application or the Revised Application and as may be amended by any non-material amendment,”

- 5 1 3 The wording in clause 1 (definition of “Development”) shall be deleted and the following wording shall be substituted in its place

““**Development**” the development undertaken on the Site and adjacent land pursuant to the Planning Permission or Revised Permission,”

- 5 1 4 The wording in clause 1 (definition of “Market Student Accommodation”) shall be deleted and the following wording shall be substituted in its place

“**Market Student Accommodation**” means accommodation that is made available to rent to students at a Market Rent”

- 5 1 5 Clause 21 shall be inserted and shall read as follows

“21 ENFORCEABILITY

It is agreed by the parties to this Agreement that the Planning Obligations bind the Site and are enforceable against the Owner following Commencement of Development pursuant to the Planning Permission or the Revised Permission ”

- 5 1 6 Clause 22 shall be inserted and shall read as follows

“22 FUTURE VARIATIONS

22 1 In the event that any new planning permission is granted by the Council varying or removing conditions attached to the Planning Permission pursuant to section 73 of the Act, with effect from the date that any new planning permission is granted pursuant to section 73 of the Act

22 1 1 the obligations in this Agreement shall (in addition to continuing to bind the Development) relate to and bind all subsequent planning permissions without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to section 106 of the Act, and

22 1 2 the definitions of Planning Permission and Development in this Agreement shall be construed to include references to any planning permissions granted under section 73 of the Act and the development permitted by such subsequent planning permission

22 2 Notwithstanding clause 22 1

22 2 1 nothing shall fetter the discretion of the Council in determining any application pursuant to section 73 of the Act and requiring appropriate planning obligations in connection with the determination of that application,

22 2 2 the Council reserves the right to require the completion of a separate planning obligation under section 106 of the Act in connection with an application pursuant to section 73 of the Act ”

5 1 7 In Schedule 5, the text provided at the bullet point in subparagraph (iii) under the heading “The following information is provided in respect of each of the criteria” shall be deleted and the following wording substituted in its place

“Rent levels for the Discounted Student Accommodation Units inclusive of any service charges will be set at a level of no more than 80% (eighty per cent) of the rent level of the equivalent Market Student Accommodation”

6 ENFORCEMENT

6 1 The Covenants herein on behalf of the Owner are planning obligations and they shall in accordance with Section 106(3) of the Act be enforceable by the Council against all persons obtaining title to the Site (or any part thereof) through any of those parties

6 2 No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed in relation to the Site or part thereof after parting with its interest in the land to which the breach in question relates except in relation to any breach subsisting prior to parting with such interest

6 3 Unless stated specifically herein to the contrary nothing herein shall bind

6 3 1 any person who is an owner, occupier or tenant of any individual Market Student Accommodation Unit, or

6 3 2 any statutory undertaker whose interest in the Site is held as part of their undertaking, and

6 4 No mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator howsoever appointed) including a housing administrator shall be liable for any breach of this Deed or the Original Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

7 COVENANTS

7 1 The Owner for and on behalf of itself, its heirs, assigns and successors in title with the intention that the following provisions shall bind the Site and every part of it (subject to clause 6 3 hereof) into whosoever's hands it may come covenants with the Council that it will comply with the covenants contained in the Original Agreement as varied by this Deed

8 COUNCIL'S COSTS

8 1 The Owner covenants to pay to the Council on the date of this Deed such reasonable sum as is notified in respect of the Council's legal and administrative costs in connection with this Deed

9 ISSUE OF REVISED PLANNING PERMISSION

9 1 The Council covenants to issue the Revised Permission within five (5) Working Days of the date of this Deed

10 **LOCAL LAND CHARGE AND LAND REGISTRY**

10 1 This Deed shall be registered as a local land charge by the Council

11 **COMMUNICATION**

11 1 Any notice or document to be served on or sent pursuant to this Deed shall either be delivered personally or sent by recorded delivery service

11 1 1 to the Council and addressed to the City Solicitor at the Council's address first above written,

11 1 2 to the Owner at their respective registered office addresses

12 **THIRD PARTIES**

12 1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or statutory successor bodies) shall have any rights under or be able to enforce the provisions of this Deed

13 **JURISDICTION**

13 1 This Deed is governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the English Courts

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

APPENDIX 1

The Original Agreement

DATED 25 July 2023

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

FIRST STREET DEVELOPMENT LIMITED

- and -

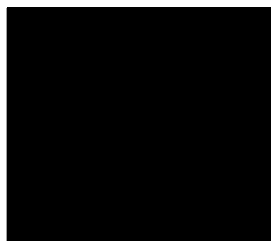
HOUSE OF SOCIAL ONE LIMITED

Agreement

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to Land bounded by River Street to the north, River Street and Vacant Lane to the east, Hulme Street to the south and Plot 10A of the First Street Masterplan to the west, Manchester

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA

L/BH/EVD3001/4042



THIS AGREEMENT is entered into the 17 day of January 2023
BY:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”)
- (2) **FIRST STREET DEVELOPMENT LIMITED** (incorporated in England with company number 11168919) whose registered office is at Floor 17 Constance Street, Manchester, M15 4JQ (the “**Owner**”)
- (3) **HOUSE OF SOCIAL ONE LIMITED** (incorporated in England with company number 14413976) whose registered office is at Horseshoe Farm, Elkington Way, Alderley Edge, England, SK9 7GU (the “**Developer**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom any obligations hereby created are enforceable. The Development will be carried out on the Site and adjacent land. The Site is situated within the Administrative Boundaries of Manchester and any planning obligation created by this Agreement is enforceable by the Council.
- B The Owner is the freehold owner of the Site, the Estate Roads Site and other land registered at the Land Registry with Title Absolute under Title Number GM784465, MAN399729 and MAN272295 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Developer is interested in the Site by virtue of an agreement for lease dated 26 January 2023 and made between the Owner (1) the Developer (2).
- D The Developer submitted the Application to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application. The parties hereto have entered into this Agreement in order to consent to and be bound by the provisions of this Agreement.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering

into this Agreement without which planning permission would not be granted. The Council resolved on 1 June 2023 that it was minded to grant the Planning Permission (as herein defined) subject to completion of this Agreement.

F The Council has recognised the difficulty faced by lower income groups in Full Time Higher Education attending at Manchester Higher Education Institutions in sourcing affordable accommodation within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to provide Discounted Student Accommodation within the Administrative Boundaries of Manchester in the manner hereinafter appearing. The Council is satisfied that the provision of Discounted Student Accommodation is

- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
- (b) directly related to the Development, and
- (c) fairly and reasonably related in scale and kind to the Development and in any event will secure planning benefits

G The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

“**Act**” the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008,

“**Administrative Boundaries of Manchester**” all the wards that together comprise the city of Manchester,

“Agreement” means this agreement,

“All Reasonable Endeavours” means that it is agreed by the parties hereto that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect in the case of the Owner of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development, and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions,

“Application” the application to which the Council gave the reference 136170/FO/2023 for planning permission for proposed erection of a 14 storey building comprising purpose built student accommodation (PBSA) (Sui Generis) and ground floor Food Hall (Sui Generis Use) and other associated works including external amenity spaces, public realm, secure cycle parking, access and servicing arrangements,

“Architect” means Tim Groom Architects of Eastgate, 2 Castle Street, Manchester, M3 4LZ

“Chargee” shall mean any mortgagee, chargee or other financial institution of the Owner or a Security Trustee or receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or any successors in title thereof,

“Chargee’s Duty” the tasks and duties set out in paragraph 4 of Schedule 3

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or

archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly,

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Student Accommodation Units for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same or, if the Council, acting reasonably, considers that the completion of construction of the relevant number of Student Accommodation Units has occurred but it has not received the notice confirming completion in accordance with the provisions of this Agreement shall mean the date that the Council notifies in writing to the Owner that the said completion of construction is to be deemed to have taken place for the purposes of this Agreement and **“Completed”** and **“Completion”** shall be construed accordingly,

“Construction Period” means the period from the carrying out of the first Material Operation to the date of Practical Completion of the Development,

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council's Local Development Framework and details the Council's vision for the development of Manchester during the period 2012 to 2027,

“Development” the development undertaken on the Site and adjacent land pursuant to the Planning Permission as specified in the Application,

“Director” the Council's Director of Planning, Building Control and Licensing,

“Discounted Student Accommodation” means accommodation in the Development that is made available to Eligible Students at a rent level set in accordance with the Discounted Student Accommodation Statement,

“Discounted Student Accommodation Statement” the written statement detailing the provision of the Discounted Student Accommodation and set out in Schedule 5 that is required to have been approved in writing by the Council,

“Discounted Student Accommodation Unit” means a single Student Accommodation Unit that is also Discounted Student Accommodation and **“Discounted Student Accommodation Units”** shall be construed accordingly

“Eligible Student” means a student enrolled in a Full Time Higher Education Course at a Manchester Higher Education Institution in receipt of the full amount of Maintenance Loan or as otherwise agreed in writing by the Council,

“Estate Road” means any road that is not a public highway and is located within the Estate Roads Site and which provides a means of accessing the Site as the same are shown coloured grey on the Estate Roads Plan and are referred to in its key as ‘Waste collection route via estate roads’ and **“Estate Roads”** shall be construed accordingly,

“Estate Roads Plan” means the plan with drawing number HS-TGA-G200-PL-XX-02009 Revision P02 attached as the Appendix to this Agreement and showing thereon coloured grey the estate roads providing access to the Site,

“Estate Roads Site” means the areas shown coloured grey on the Estate Roads Plan and which shall be the land against which the planning obligation contained in Paragraph 2 4 of Schedule 3 may be enforced against,

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience,

“Full Time Higher Education Course” means a full time course at level 4 or higher of the national qualification frameworks for England (in place as at 1 July 2023 or any amendment or replacement thereof) of a duration of at least 24 weeks in a single academic year running from 1 September to 31 August and consisting of 3 terms across 2 semesters,

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time,

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council,

“Maintenance Loan” means the maximum level of maintenance loan for a student studying outside London and not living with parents published by Student Finance England (or any replacement body) for the academic year commencing in the September following the date of this Agreement and as amended for every subsequent academic year or such other loan or successor loan scheme as may replace it or any other measure as otherwise agreed in writing by the Council,

“Management Fee” shall mean 15% of the planning application fee which equates to six thousand eight hundred and seventy four pounds and five pence (£6,874 05) to be used for the purpose of management and monitoring any Planning Obligations that may be created by this Agreement as detailed herein,

“Manchester Higher Education Institution” means a university or college or equivalent institution offering a Full Time Higher Education Course within the Administrative Boundaries of Manchester,

“Market Student Accommodation” means accommodation that is made available to rent to students at a market rent,

“Market Student Accommodation Unit” means a single Student Accommodation Unit that is also Market Student Accommodation and **“Market Student Accommodation Units”** shall be construed accordingly,

“Nomination Agreement” means an agreement between the Owner and a Manchester Higher Education Institution that has been approved in writing by the Council which allows the Manchester Higher Education Institution to access the Discounted Student Accommodation Units within the Development for the purposes of letting them to Eligible Students,

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the

Discounted Student Accommodation Units and/or the Market Student Accommodation Units or occupation for marketing or display or occupation in relation to security operations and “**Occupy**” and “**Occupied**” shall be construed accordingly

“**Plan**” the plan attached to this Agreement at Schedule 1,

“**Planning Obligations**” shall mean the obligations of the Owner specified in Schedule 3 and Schedule 5,

“**Planning Permission**” the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment,

“**Practical Completion**” issue of a certificate of practical completion under the building contract for the Development,

“**Regulations**” the Community Infrastructure Levy Regulations 2010,

“**RICS**” the Royal Institution of Chartered Surveyors,

“**Site**” the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan and which shall be the land against which the planning obligations contained in Schedule 3 (save for Paragraph 2 4) and Schedule 5 may be enforced against,

“**Student Accommodation Unit**” a unit of student accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and “**Student Accommodation Units**” shall be construed accordingly,

“**Studio Unit**” means a self-contained single bedroom accommodation unit and “**Studio Units**” shall be construed accordingly,

“**Working Day**” means any day except Saturday, Sunday or a bank holiday and reference to “**Working Days**” shall be construed accordingly

1 2 The Clause headings do not affect this interpretation

- 1 3 Unless otherwise indicated, references to Clauses and Schedules are to
Clauses of and Schedules to this Agreement and references in a Schedule to
a Part or Paragraph are to a Part or Paragraph of that Schedule
- 1 4 References to any statute or statutory provision include reference to
- 1 4 1 all Acts of Parliament and all other legislation having legal effect in the
United Kingdom as directly or indirectly amended, consolidated,
extended, replaced or re-enacted by any subsequent legislation, and
- 1 4 2 any orders, regulations, instruments or other subordinate legislation
made under that statute or statutory provision
- 1 5 Except for the provisions of Clause 9 references to the Site include any part of
it
- 1 6 References to any party in this Agreement shall include the successors in title
of that party In addition references to the Council shall include any successor
local planning authority exercising planning powers under the Act and any
successor local highway authority exercising powers under the Highways Act
1980
- 1 7 **“Including” means “including, without limitation”**
- 1 8 Any covenant by the Owner or the Council not to do any act or thing includes a
covenant not to permit or allow the doing of that act or thing
- 1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity
and enforceability of the remainder of this Agreement is to be unaffected
- 1 10 Words importing the singular meaning where the context so admits include the
plural meaning and vice versa
- 1 11 Words of the masculine gender include the feminine and neuter genders and
words denoting actual persons include companies, corporations and firms and
all such words shall be construed interchangeable in that manner
- 2 This Agreement is made pursuant to section 106 of the Act, section 111 of the
Local Government Act 1972, section 1 of the Localism Act 2011 and all other
enabling legislation and is a planning obligation for the purposes of section 106 of
the Act, with the intent that covenants hereinafter contained shall be enforceable
by the Council acting under the powers contained in section 106 or such other
enabling powers against the Owner

3 **CONDITION PRECEDENT**

This Agreement is conditional upon the grant of the Planning Permission save for the provisions of Clauses 9, 11, 15, 16 and 17 which shall have immediate effect

4 **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 **THE OWNER'S COVENANTS**

The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3 and Schedule 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified in Schedule 3 and Schedule 5, such obligations being planning obligations for the purpose of section 106 of the Act

6 **THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4

7 **DISPUTE RESOLUTION**

- 7 1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this

Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner

7 2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute

7 3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7 4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in the relevant timescales for the submission of representations and what manner all the costs of the referral shall be paid

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 CHANGE IN OWNERSHIP & LIABILITY

9 1 The Owner will give the Council written notice as soon as reasonably practicable of any change in ownership of any of its interests in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan

9 2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site or if it disposes of its interest in part or parts of the Site in respect of the part or parts thereof disposed of but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site

9 3 The Owner warrants that no person other than the Owner and the Developer has any legal or equitable interest in the Site and the Owner hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

10 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council in relation to the exercise of its statutory functions

11 LOCAL LAND CHARGE

11 1 This Agreement is a local land charge and shall be registered as such by the Council

- 11 2 The Council will upon receipt of a written request of the Owner or its successors in title, at any time after the obligations set out herein have been fulfilled in their entirety issue written confirmation thereof and thereafter cancel all related entries in the register of local land charges
- 11 3 The reasonable costs of cancellation pursuant to clause 11 2 above shall be met by the Owner if requested by the Council

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

13 THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

14 COMMUNICATION

- 14 1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service
- 14 1 1 to the Council and addressed to the Director at the Council's address first above written,
- 14 1 2 to the Owner and the Developer respectively at their registered office addresses,

15 FEES

- 15 1 The Developer shall pay to the Council on the date of this Agreement
- 15 1 1 its legal fees reasonably and properly incurred in preparation of this Agreement up to a maximum of £5,000,
- 15 1 2 the Management Fee

15 2 Receipt by the Council of the payment of such sums shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation accepted by them by the terms of this Agreement or by statute or at common law

16 **JURISDICTION**

This Agreement is governed by and interpreted in accordance with the law of England

17 **COMPLETION**

The provisions of this Agreement shall be of no effect until this Agreement has been dated

18 **DECLARATIONS**

18 1 It is hereby declared that this Agreement shall not be enforceable against any owner, occupier, or tenant of any individual Market Student Accommodation Unit or the successors in title of any such person or mortgagee or any person deriving title therefrom or against a Chargee or any successor in title thereto provided the Chargee has first complied with the Chargee's Duty set out in paragraph 4 of Schedule 3

18 2 Although the security of any future charges or mortgages over the Site shall take effect subject to this Agreement it is agreed that save in respect of the Chargee's Duty any future chargee or mortgagee from time to time having the benefit of a charge or mortgage of or on any part or parts of the Site shall otherwise have no liability under the Planning Obligations contained in this Agreement unless and until such chargee or mortgagee has entered into possession of the Site or any part thereof

19 **INTEREST**

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received

20 **DEVELOPER**

The Developer hereby agrees to the Owner entering into the planning obligations contained in this Agreement and acknowledges that its interests in the Site upon their attaining a legal estate in the Site will be bound by the planning obligations in this Agreement

SCHEDULE 1

The Site

Land bounded by River Street to the north, River Street and Vacant Lane to the east, Hulme Street to the south and Plot 10A of the First Street Masterplan to the west, Manchester and shown for the purposes of identification only edged red on the Plan



- Legend:
- Property (Plot 10a)
 - Property (Plot 10b)
 - Public realm
 - North-west square
 - North-east square
 - South-west service area
 - South-east service area
- * 5m minimum dimension for VITA 'No-Build zone'



SCHEDULE 2
Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

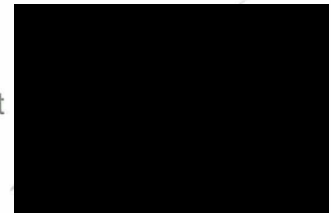
Planning Permission

Applicant

House of Social 1 Ltd
C/o Agent

Agent (if used)

Mr Niall Alcock
Deloitte
Hanover Building
Corporation Street
Manchester
M4 4AH



Part 1 – Particulars of the application/development

Proposal: Erection of 14-storey building comprising purpose-built student accommodation (PBSA) (Sui Generis) and ground floor Food Hall (Sui Generis Use), and other associated works including external amenity spaces, public realm, secure cycle parking, access and servicing arrangements (Plot 10B)

Location: Land Bounded By River Street To The North, River Street And Vacant Lane To The East, Hulme Street To The South And Plot 10A Of The First Street Masterplan To The West, Manchester

Date of application: 1 March 2023

Application number: 136170/FO/2023

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

Officers have worked with the applicant in a positive and pro-active manner to seek solutions to problems arising in relation to dealing with the planning application. This has included on going discussions about the form and design of the developments and pre application advice about the information required to be submitted to support the application.

Condition(s) attached to this decision

1) The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

2) The development hereby approved shall be carried out in accordance with the following drawings and documents

(a) Dwgs 1172-TGA-XX-XX-DR-A-95020 P07 (Location Plan) and 1172-TGA-XX-XX-DR-A-95021 P06 (Proposed Site Plan)

(b) Dwgs 1172-TGA-XX-00-DR-A-95030 P05 , 1172-TGA-XX-01-DR-A-95031 P04, 1172-TGA-XX-ZZ-DR-A-95032 P03 , 1172-TGA-XX-ZZ-DR-A-95033 P03, 1172-TGA-XX-14-DR-A-95034 P03 , 1172-TGA-XX-XX-DR-A-95040 P03, 1172-TGA-XX-XX-DR-A-95041 P03 , 1172-TGA-XX-XX-DR-A-95042 P03, 1172-TGA-XX-XX-DR-A-95050 P04 , 1172-TGA-XX-XX-DR-A-95051 P04, 1172-TGA-XX-XX-DR-A-95052 P04 , 1172-TGA-XX-XX-DR-A-95053 P04, 1172-TGA-XX-ZZ-DR-A-95210 P04 , 1172-TGA-XX-ZZ-DR-A-95211 P04, 1172-TGA-XX-ZZ-DR-A-95212 P04, 1172-TGA-XX-ZZ-DR-A-95213 P04 and 1172-TGA-XX-ZZ-DR-A-95214 P03,

(d) Dwgs PL1471 3-PLA-ZZ-00-DR-L-001 P11, 1471 3-PLA-ZZ-00-DR-L-007 P06, 1471 3-PLA-ZZ-00-DR-L-005 P06, 1471 3-PLA-ZZ-00-DR-L-003 P06 and PL1471 3-PLA-ZZ-00-DR-L-009 P03,

(e) Crime Impact Statement Version B 06 01 23 stamped as received on 17-02-23,

(f) Accommodation Schedule Page 92 of the PLOT 10B FIRST STREET, MANCHESTER, DESIGN AND ACCESS STATEMENT, 1172-TGA-XX-XX-RP-A-FI_10_10-00250 stamped as received on 27-04-23 and Room Area Per Cluster Schedule - Scenario 01 stamped HS-TGA-Z100-SC-XX-00002 stamped as received on 17-05-23,

(g) Section 4 of the PLOT 10B FIRST STREET, MANCHESTER, DESIGN AND ACCESS STATEMENT, 1172-TGA-XX-XX-RP-A-FI_10_10-00250 stamped as received on 27-04-23,

(h) PLOT 10B FIRST STREET, MEDLOCK STREET, MANCHESTER WRITTEN SCHEME OF INVESTIGATION FOR ARCHAEOLOGICAL WORKS by PCA January 2023 stamped as received on 01-03-23,

(i) Inclusions of measures and targets in the ENERGY STRATEGY REPORT HOUSE OF SOCIAL 1 Ltd FIRST STREET MANCHESTER 30 01 2023 , ENVIRONMENTAL STANDARDS STATEMENT HOUSE OF SOCIAL 1 Ltd FIRST STREET MANCHESTER 16 01 23 both stamped as received on 01-03-23 and BREEAM Pre-assessment Report VITA Student Accommodation by AA Projects stamped as received on 17-02-23'

(j) Broadband Connectivity Assessment Plot 10b First Street Manchester by G Tech dated 17/01/2023 stamped as received on 01-03-23,

(k) House of Social 1 Ltd WASTE & SERVICING STRATEGY REPORT Plot 10b, April 2023 First Street stamped as received on 27-04-23,

(l) Plot 10b First Street House of Social 1 Ltd Fire Statement dated 23-01-23, stamped as received on 01-03-23,

(m) FIRST STREET PLOT 10B, MANCHESTER. DOCUMENT, LANDSCAPE DESIGN & ACCESS STATEMENT dated 28-03-23 by P ie stamped as received on 27-04-23,

(n) Flood Risk Assessment & Outline Drainage Strategy Plot 10b First Street for House of Social 1 Ltd by Roc stamped as received on 01-03-23,

(o) Ventilation Strategy Report House of Social First Street, by Ridge dated 19-01-23 and stamped as received on 01-03-23,

(p) HOUSE OF 1 SOCIAL LTD, PLOT 10B, FIRST STREET REGENERATION, AREA, MANCHESTER, EXTENDED PHASE 1 HABITAT SURVEY AND BASELINE BIODIVERSITY NET GAIN ASSESSMENT by Penny Anderson Associates Ltd stamped as received on 01-03-23,

(q) Phase 1 Desktop Study, Plot 10b First Street for House of Social 1 Ltd, dated 10-01-23 stamped as received on 17-02-23, Phase 2 Site Investigation Plot 10B First Street, for Vita Group dated 22-12-22 stamped as received on 01-03-23 and House of Social, First Street Ground Gas Addendum dated 20-01-23 stamped as received on 17-02-23 all by Roc,

(r) Television and Radio Reception Impact Assessment Plot 10b First Street Manchester by GTech stamped as received on 01-03-23,

(s) House of Social 1 Ltd Plot 10b, First Street Framework Travelplan and Transport Statement by Vectos both dated April 23 and stamped as received on 27-04-23,

(t) Food Hall Management Plan First Street, Manchester stamped as received on 17-02-23,

(u) Student Management Plan stamped as received on 12-05-23

(v) First Street Plot 10a Noise Impact Assessment First Street Developments Limited Ref PLOT10A-XX-XX-RP-Y-45001 P03 12 January 2023 by Cundall stamped as received on 17-02-23,

(w) House of Social, Plot 10b, First Street, Response to MCC Comments - Note 01, May 2023 by Vectos,

(x) ES Volume 1 Main Text

1 Introduction 2 EIA Methodology 3 Site, Surroundings and Description of Proposals
4 Alternatives and Design Evolution 26
5 Construction Phasing and Methodology, 6 Air Quality, 7 Climate Change, 8
Daylight, Sunlight and Overshadowing, 9 Human Health,
10 Noise and Vibration, 11 Socio-Economics, 12 Townscape and Visual Impact, 13
Wind Microclimate, 14 Summary of Residual Impacts
15 Type 1 Cumulative Effects

(y) ES Volume 2 List of Appendices

Chapter 1 Introduction

Appendix 1 1 - Site Location Plan

Chapter 2 Environmental Impact Assessment Methodology

Appendix 2 1 - ES Scoping Report

Appendix 2 2 - Committed Developments

Appendix 2 3 - EIA Scoping Opinion

Chapter 3 Alternatives and Design Evolution

No appendices

Chapter 4 Site, Surroundings and Description of Proposals

No appendices

Chapter 5 Construction Management and Phasing

Appendix 5 1 - Plot 10a Construction Management Plan and TMP

Appendix 5 2 - Plot 10b Construction Management Plan

Chapter 6 Air Quality

Appendix 6 1 - Air Quality Technical Appendix

Appendix 6 2 - Air Quality Figures

Chapter 7 Climate Change

Appendix 7 1 - Plot 10a Whole Life Carbon Assessment

Appendix 7 2 - Plot 10b Whole Life Carbon Assessment

Appendix 7 3 - Climate Change Risk Review

Chapter 8 Daylight, Sunlight and Overshadowing

Appendix 8 1 - 10A - Massing Images Baseline v Proposed

Appendix 8 2 - Window Maps

Appendix 8 3 - 10A Technical Analysis Results

Appendix 8 4 - 10B - Massing Images Baseline v Proposed

Appendix 8 5 - 10B Technical Analysis Results

Appendix 8 6 - 10A + 10B - Massing Images Baseline v Proposed

Appendix 8 7 - 10A + 10B Technical Analysis Results

Appendix 8 8 - Massing Images - Cumulative Scenario

Appendix 8 9 - Technical Analysis Results - Cumulative Scenario

Appendix 8 10 - Mirror Image Analysis

Appendix 8 11 - Façade Study

(z) ES Volume 3 -Non Technical Summary

all stamped as received on 23-01-23

As supplemented by Measures within the and Air Quality Technical Note - Plot 10b by Cundall dated 31-03-23 stamped as received on 27-04-23, Plot 10b House of Social Wind Microclimate Technical Note by arcaero stamped as received on 27-04-23, Sunlight and Daylight Technical Note by Proximity stamped as received on 27-04-23, and Sunlight Impacts Summary Table stamped as received on 20-04-23

Reason - To ensure that the development is carried out in accordance with the approved plans Pursuant to Core Strategy SP1, CC3 H1 H8, CC5, CC6, CC7, CC9, CC10, T1, T2, EN1, EN2, EN3, EN6, EN8, EN9, EN11, EN14, EN15, EN16, EN17, EN18, EN19 and DM1 saved Unitary Development Plan policies DC19 1, DC20 and DC26 1

3) (a) Notwithstanding the details submitted with the application, prior to the commencement of above ground development the following shall be submitted for approval in writing by the City Council, as Local Planning Authority

*hand sized samples and specifications of all materials to be used on all external elevations,

*drawings to illustrate details of full sized sample panels that will be produced in line with an agreed programme and

*a programme for the production of the full sized sample panels and strategy for quality control management, and

The panels to be produced shall include jointing and fixing details between all component materials and any component panels , details of external ventilation

requirements, details of the drips to be used to prevent staining and details of the glazing and frames

and

(b) Prior to above ground development submission of a Construction Environmental Management Plan (CEMP)- Circular Economy Statement (Materials) to include details of the strategy for securing more efficient use of non-renewable material resources and to reducing the lifecycle impact of materials used in construction and how this would be achieved through the selection of materials with low environmental impact throughout their lifecycle in line with the Monitoring and Mitigation as set out in the Plot 10, First Street

Environmental Statement (Chapter 7) February 2023 stamped as received on 01-03-23,

(c) The sample panels and quality control management strategy shall then be submitted and approved in writing by the City Council as local planning authority in accordance with the programme and dwgs as agreed above

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy

4) a) Notwithstanding the Phase 1 Desktop Study, Plot 10b First Street for House of Social 1 Ltd, dated 10-01-23 stamped as received on 17-02-23, Phase 2 Site Investigation Plot 10B First Street, for Vita Group dated 22-12-22 stamped as received on 01-03-23 and House of Social, First Street Ground Gas Addendum dated 20-01-23 stamped as received on 17-02-23 all by Roc the measures for investigating the site identified in the Site Investigation Proposal shall be carried out Prior to the commencement of development a report outlining what measures, if any are required to remediate the land (a Site investigation Report and / or Remediation Strategy) shall be submitted to and approved in writing by the City Council as local planning authority

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence in the identified areas until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the residential element of the scheme

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be

carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Core Strategy

5) No development shall take place until a construction management plan or construction method statement has been submitted to and approved in writing by the Local Planning Authority

- o Display of an emergency contact number,
- o Arrangements that no noisy work shall commence before 08 30
- o Details of Wheel Washing,
- o Dust suppression measures,
- o Compound locations where relevant,
- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis,
- o Communication strategy with residents and businesses which shall include details of how there will be engagement, consult and notify residents during the works,
- o Parking of construction vehicles and staff, and
- o Sheeting over of construction vehicles

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended

The development shall be carried out in accordance with the approved construction management plan

Reason - To safeguard the amenities of nearby residents, highway safety and air quality, pursuant to policies SP1, EN15, EN16, EN19 and DM1 of the Manchester Core Strategy (July 2012)

6) Notwithstanding the documents detailed in condition 2, prior to the commencement of above ground works a programme for submission of final details of the public realm works and highway works as shown in FIRST STREET PLOT 10B, MANCHESTER, DOCUMENT, LANDSCAPE DESIGN & ACCESS STATEMENT dated 28-03-23 by P ie stamped as received on 27-04-23 and Dwgs PL1471 3-PLA-ZZ-00-DR-L-001 P11, 1471 3-PLA-ZZ-00-DR-L-007 P06, 1471 3-PLA-ZZ-00-DR-L-005 P06, 1471 3-PLA-ZZ-00-DR-L-003 P06 and PL1471 3-PLA-ZZ-00-DR-L-009 P03 shall be submitted and approved in writing by the City Council as Local Planning Authority. The programme shall include an implementation timeframe and details of when the following details will be submitted

For the avoidance of doubt the development should be delivered in accordance with the approved programme and should not be occupied unless or until the public realm works are completed

(a) Details of (a) all hard (to include use of natural stone or other high quality materials) and (b) all soft landscaping works (excluding tree planting) which demonstrably fully consider and promote inclusive access (including older and disabled people),

(b) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include, the choice of planting species within the public realm, where detailed design allows bat boxes and brick, bird boxes and areas of sensitively designed lighting provide opportunities areas within the site for use by bats and moths to include input from a qualified ecologist and which demonstrates Biodiversity Net gain across the site,

(c) Details of the proposed tree species within the public realm including proposed size, species and planting specification including tree pits and design and details of on going maintenance,

(d) Details of how surface water from the public realm would be managed within the public realm through Suds interventions such as infiltration, swales, soakways, rain gardens and permeable surfaces,

(e) Location and design of all street furniture including seating, lighting, bins, handrails, recycling bins, temporary gates, boundary treatments, planters all to include features which fully consider and promote inclusive access (which includes older and disabled people),

(f) Lighting around and within the site (which includes for consideration of older and disabled people and any biodiversity features installed for bats) and how it has been designed to increase opportunities for roosting bats, and

(g) A management and maintenance strategy for the public realm and who would be responsible for the day to day management and maintenance of these areas including ensuring ongoing maintenance of provision of access for disabled people

The detailed scheme shall demonstrate that it complies with Accessibility and Age Friendly principles

and shall then be submitted and approved in writing by the City Council as local planning authority in accordance with the programme as agreed above

All of the above shall be fully implemented prior to occupation of the development

If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place,

Reason - To ensure a satisfactory development delivered in accordance with the above plans and in the interest of pedestrian and highway safety pursuant to Section 170 of the NPPF 2019, to ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies R1 1, I3 1, T3 1, S1 1, E2 5, E3 7 and RC4 of the Unitary Development Plan for the City of Manchester and policies SP1, DM1, EN1, EN9 EN14 and EN15 of the Core Strategy

7) Prior to use of the Food Hall external area on River Street commencing, a management strategy for the operation of the area, to include details of how, how noise from patrons and potential crime and disorder issues would be managed and how the area will be cleared and closed by the latest operating time agreed in discharge of condition 18 and which precludes the playing of any amplified music shall be submitted to an approved in writing by the City Council as Local Planning Authority

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26

8) A programme of archaeological works will be undertaken in accordance with the approved Written Scheme of Investigation prepared by Pre-Construct Archaeology in January 2023 (Plot 10B First Street, Medlock Street, Manchester Written Scheme of Investigation for Archaeological Works) and submitted as part of the planning application. The WSI covers the following

- 1 A phased programme and methodology of investigation and recording to include
 - i) archaeological Strip-Map-Record
 - ii) informed by the above, targeted more detailed excavation of the most significant areas identified by the strip
- 2 A programme for post-investigation assessment to include
 - analysis of the site investigation records and finds
 - production of a final report on the investigation results
- 3 Deposition of the final report with the Greater Manchester Historic Environment Record
- 4 Dissemination of the results commensurate with their significance
- 5 Provision for archive deposition of the report and records of the site investigation
- 6 Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

Reason - In accordance with NPPF Section 16, Paragraph 205 - To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) in a manner proportionate to their importance and

9) The development hereby approved shall achieve a post-construction Building Research Establishment Environmental Assessment Method (BREEAM) rating of at least a 'Excellent' rating. Post construction review certificate(s) shall be submitted to, and approved in writing by the City Council as local planning authority, within six months of the buildings hereby approved being first occupied

Reason - In order to minimise the environmental impact of the development, pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy, and the principles contained within The Guide to Development in Manchester SPD (2007), and the National Planning Policy Framework

10) Notwithstanding the details as set out within condition 2 (n) no development shall take place until a scheme for the surface water drainage works in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements and national standards and details has been submitted to and approved in writing by the Local Planning Authority. This shall include

*A finalised drainage layout showing all components, outfalls, levels and connectivity, limiting surface water discharge to a maximum 5l/s,

*Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable,

* Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100-year rainfall event with allowance for 45% climate change in any part of a building,

*Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements) Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site

*Property threshold levels must be set a minimum of 30 925m AOD, in line with the proposed Flood Risk Assessments (FRA) Providing the Environment Agency agree, given the main risk of flooding at this location is associated to River Medlock (statutory main river) * *Progression through the drainage hierarchy shall be evidence based and supported by site investigation Results of ground investigation carried out under Building Research Establishment Digest 365 Site investigations should be undertaken in locations and at proposed depths of the proposed infiltration devices Proposal of the attenuation that is achieving half emptying time within 24 hours If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative surface water disposal routes (as follows) is required

*Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account An email of acceptance of proposed flows and/or new connection will suffice

*Evidence of an agreement in principle to divert the existing United Utilities sewer within the site boundary

* Hydraulic calculation of the proposed drainage system,

* Construction details of flow control and SuDS elements

The approved details shall be implemented as part of the development

Reason To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14

11) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details Those details shall include

(a)Verification report providing photographic evidence of construction as per design drawings,

(b)As built construction drawings if different from design construction drawings,

(c)Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime

Reason To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance

mechanism for the lifetime of the development. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

12) Notwithstanding the details within the First Street Plot 10a Noise Impact Assessment First Street Developments Limited Ref PLOT10A-XX-XX-RP-Y-45001 P03 12 January 2023 by Cundall stamped as received on 17-02-23 before use of the gym area as shown in dwg 1172-TGA-XX-00-DR-A-95030 P05 commences, a scheme for acoustically insulating the space to ensure that there is no unacceptable level of noise transfer from this unit to the PBSA above or any unacceptable noise break out shall be submitted to and approved in writing by the City Council as local planning authority. Noise from gym activities such as impact machines and free weights areas will need to be included within the assessment and details of any acoustic insulation / acoustic floor build up recommendation for these areas.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location.

The approved noise insulation scheme shall be completed before the use of the gym commences. The approved details shall be implemented and remain in place for as long as the unit is in use.

Prior to the use commencing a post completion report to verify that all of the recommended mitigation measures have been installed and effectively mitigate any potential adverse noise impacts in adjacent residential accommodation arising directly from the proposed development shall be submitted and agreed in writing by the City Council as local planning authority. Prior to occupation any non compliance shall be suitably mitigated in accordance with an agreed scheme.

Reason - To secure a reduction in noise in order to protect future building occupiers from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26.

13) The PBSA accommodation hereby approved shall be operated in accordance with the Student Management Plan stamped as received on 12-05-23.

Reason - To safeguard the amenities of nearby residential occupiers as the site is located in a residential area, pursuant to policies SP1, DM1 and C10 of the Manchester Core Strategy and to saved policy DC26 of the Unitary Development Plan for Manchester.

14) Notwithstanding the details within the First Street Plot 10a Noise Impact Assessment First Street Developments Limited Ref PLOT10A-XX-XX-RP-Y-45001 P03 12 January 2023 by Cundall stamped as received on 17-02-23.

a) Prior to above ground works a scheme for acoustically insulating the proposed residential accommodation against noise from the nearby road network and any nearby commercial premises shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be

completed before any of the dwelling units are occupied.

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria shall be required to be achieved with windows closed:

Bedrooms (night time - 23 00 - 07 00) 30 dB LAeq (individual noise events shall not exceed 45 dB LAmax,F by more than 15 times)

Living Rooms (daytime - 07 00 - 23 00) 35 dB LAeq

Gardens and terraces (daytime) 55 dB LAeq

Additionally, where entertainment noise is a factor in the noise climate the sound insulation scheme shall be designed to achieve internal noise levels in the 63Hz and 125Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively.

The approved noise insulation scheme and vibration mitigation measures shall be completed before any of the dwelling units are occupied.

b) Prior to first occupation of the residential units, a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report. The report shall also undertake post completion testing to confirm that the internal noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the internal noise criteria.

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, and to reduce the potential for overheating pursuant to policies SP1, H1 and DM1 of the Core Strategy.

15) Final details of the method of extraction of any fumes, vapours and odours from any kitchen within each ground floor unit shall be submitted to and approved in writing by the City Council as local planning authority prior to commencement of those uses.

The details of the approved scheme shall be implemented prior to occupancy of each unit and shall remain in situ whilst the use or development is in operation.

Defra have published a document entitled 'Guidance on the Control of Odour and Noise from Commercial Kitchen Exhaust Systems' (withdrawn but still available via an internet search). It describes a method of risk assessment for odour, guidance on minimum requirements for odour and noise control, and advice on equipment selection. It is recommended that any scheme should make reference to this document (particularly Annex B) or other relevant guidance or documents which supersede this guidance. Details should also be provided in relation to replacement air. The applicant will therefore need to consult with a suitably qualified ventilation engineer and submit a kitchen fume extract strategy report for approval.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy.

16) The Food Hall (Sui Generis) use shall operate in accordance with the following hours

0800hrs to 0100hrs Monday to Sunday

To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy

17) Notwithstanding the recommendation within the First Street Plot 10a Noise Impact Assessment First Street Developments Limited Ref PLOT10A-XX-XX-RP-Y-45001 P03 12 January 2023 by Cundall stamped as received on 17-02-23 before the operation of the ground floor Food Hall commences, details of it will be acoustically insulated and treated to limit the break out of noise shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include a noise study of the premises and a scheme of acoustic treatment

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63Hz and 125Hz octave frequency bands shall be controlled so as not to exceed (in habitable rooms) 47dB and 41dB, respectively. The scheme proposed may need to include different measures such as acoustic lobbies at access and egress points of the premises, acoustic treatment of the building structure, sound limiters linked to sound amplification equipment and specified maximum internal noise levels

The approved noise insulation scheme shall be completed before any of the approved uses commence

Prior to occupation a post completion report to verify that all of the recommended mitigation measures have been installed and effectively mitigate any potential adverse noise impacts in adjacent residential accommodation arising directly from the proposed development shall be submitted and agreed in writing by the City Council as local planning authority. Prior to occupation any non compliance shall be suitably mitigated in accordance with an agreed scheme

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26

18) Prior to use of the Food Hall external area on River Street commencing details of the hours of operation shall be submitted to and approved in writing by the City Council as Local Planning Authority

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26

19) Prior to the use of the External Seating Area associated with the Food Hall as shown in dwg 1172-TGA-XX-00-DR-A-95030 P05 commencing final details of the seating, tables, boundary treatment, any other associated structures and details of how

and where these structures would be stored / secured outside of the approved operating hours shall be submitted and approved in writing by the City Council as Local Planning Authority

The approved details shall be implemented and remain in place for as the area is in use

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

20) The development hereby approved shall be carried out in accordance with the WASTE & SERVICING STRATEGY REPORT
Plot 10b, First Street April 2023 and House of Social, Plot 10b, First Street, Response to MCC Comments - Note 01, May 2023 by Vectos,

The details shall be implemented prior to the first use of the development and thereafter retained and maintained in situ

The approved details shall be implemented and remain in place for as long as the unit is in use

Reason - In order to ensure that adequate provision is made within the development for the storage and recycling of waste in accordance with policies DM1 and EN19 of the Core Strategy for the City of Manchester

21) Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details

Reason

To ensure a safe form of development that poses no unacceptable risk of contamination to controlled waters pursuant to section 10 of the National Planning Policy Framework
Core Strategy policy EN14 and EN17

22) a) At periodic intervals as agreed with the Work and Skills Team prior to commencement of development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The document shall be implemented as part of the construction of the development and will be reviewed periodically

The Report will confirm the following

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
- iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012)

23) Prior to occupation of (a) The PBSA, and (b) The Food Hall (Sui Generis)

a scheme for the acoustic insulation of any plant including externally mounted ancillary equipment, lift equipment, substation and any emergency plant associated with the development to ensure that it achieves a background noise level of 5dB below the existing background (La90) at the nearest noise sensitive location shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the equipment

The approved scheme shall be completed before the premises is occupied and a verification report submitted for approval by the City Council as local planning authority for each of (a) and (b) and any non compliance suitably mitigated in accordance with an agreed scheme prior to occupation. The approved scheme shall remain operational thereafter

The approved details shall be implemented and remain in place for as long as the above uses are operational

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy

24) The development hereby approved shall be carried out in accordance with the targets set out within the ENERGY STRATEGY REPORT HOUSE OF SOCIAL 1 Ltd FIRST STREET MANCHESTER 30 01 2023, ENVIRONMENTAL STANDARDS STATEMENT HOUSE OF SOCIAL 1 Ltd FIRST STREET MANCHESTER 16 01 23 both stamped as received on 01-03-23 and BREEAM Pre-assessment Report VITA Student Accommodation by AA Projects stamped as received on 17-02-23'

A post construction statement shall be submitted within 12 months of occupation of the development

Reason - In order to minimise the environmental impact of the development, pursuant to policies SP1, DM1, EN4 and EN8 of Manchester's Core Strategy, and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework

25) Prior to implementation of any proposed lighting scheme (including on the roof terrace and external areas) details of the scheme including a report to demonstrate that the proposed lighting levels would not have any adverse impact on the amenity of residents within this and adjacent developments shall be submitted to and agreed in writing by the City Council as local planning authority

Reason - In the interests of visual and residential amenity pursuant to Core Strategy policies SP1, CC9, EN3 and DM1 of the Core Strategy

26) The development hereby approved shall be carried out in accordance with the House of Social 1 Ltd Plot 10b, First Street Framework Travelplan dated April 23 and stamped as received on 27-04-23,

In this condition a travel plan means a document that includes the following

- i) the measures proposed to be taken to reduce dependency on the private car by building occupiers,
- ii) a commitment to surveying the travel patterns of residents within the first six months of use of the development or when two thirds of the units are occupied (whichever is sooner) and thereafter from time to time,
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car,
- iv) measures for the delivery of specified travel plan services,
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car
- vi) measures to identify and promote walking routes connecting First Street, The Civic Quarter, ID Manchester and the Corridor and the City Centre, and
- vii) details of cycle parking within the public realm

Within 3 months of the completion of the travel survey, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted to and approved in writing by the City Council as local planning authority Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use

Reason - To assist promoting the use of sustainable forms of travel and to secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies SP1, T2 and DM1 of the Core Strategy, the Guide to Development in Manchester SPD (2007) and Greater Manchester Air Quality action plan 2016

27) Notwithstanding the Television and Radio Reception Impact Assessment Plot 10b First Street Manchester by GTech stamped as received on 01-03-23 if following commencement of construction of the hereby approved development, any interference complaint received by the Local Planning Authority shall be investigated to identify whether the reported television interference is caused by the Development hereby permitted The Local Planning Authority will inform the developer of the television interference complaint received Once notified, the developer shall instruct a suitably qualified person to investigate the interference complaint within 6 weeks and notify the Local Planning Authority of the results and the proposed mitigation solution If the interference is deemed to have been caused by the Development, hereby permitted mitigation will be installed as soon as reasonably practicable but no later than 3 months from submission of the initial investigation to the Local Planning Authority No action shall be required in relation to television interference complaints after the date 12 months from the completion of development

Reason - To ensure terrestrial television services are maintained In the interest of residential amenity, as specified in Core Strategy Policies DM1 and SP1

28) Deliveries, servicing and collections, including waste collections shall not take place outside the following hours 07 30 to 20 00, Monday to Saturday, Sunday/Bank Holiday the times shall be confined to 10 00 to 18 00

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

29) No infiltration of surface water drainage into the ground on land affected by contamination is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details

Reason - To prevent pollution of controlled waters from potential contamination on site. Infiltration methods on contaminated land carries groundwater pollution risks and may not work in areas with a high water table. Where the intention is to dispose to soakaway, these should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365

30) The development hereby approved shall include for full disabled access to be provided to all publicly accessible areas of public realm during the hours that it is open to the general public and via the main entrances

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1

31) The window(s) at ground level, fronting onto River Street, River Street / Wilmott Street and from the reception area fronting the route to the service yard shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

32) If any external lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy

33) Notwithstanding the details contained within condition 2 above prior to the first occupation of the PBSA a scheme of highway works and footpaths reinstatement/public realm for that phase shall be submitted for approval in writing by the City Council, as Local Planning Authority

This shall include the following

Detailed designs in relation to the above to including materials, layout, junction protection, carriageway widths, kerb heights, street lighting, entry treatments, signing, lining and traffic management including installing dropped kerbs with tactile pavers across any vehicle access to the site and at adjacent junction crossing points, reinstatement of any redundant vehicle crossing points, and

shall be implemented and be in place prior to the first occupation of the office accommodation and thereafter retained and maintained in situ

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

34) The development shall be carried out in accordance with sections 4, 5 and 6 of the Crime Impact Statement Version B 06 01 23 stamped as received on 17-02-23,

The development shall only be carried out in accordance with these approved details and within 12 months of completion, the applicant will confirm in writing to the Council as local planning authority that the development has achieved Secure by Design accreditation

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Core Strategy and to reflect the guidance contained in the National Planning Policy Framework

35) No doors (other than those designated as fire exits, access to the sub station and ground floor bin store shown on Dwg 1172-TGA-XX-00-DR-A-95030 P05) shall open outwards onto adjacent public highway

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012)

36) The 88 cycle parking spaces and 12 spaces within the public realm shall be fully implemented as shown in dwg 1172-TGA-XX-00-DR-A-95030 P05 along with the 'Free to Hire, scheme as detailed within the House of Social 1 Ltd Plot 10b, First Street Framework Travelplan dated April 23 and stamped as received on 27-04-23, The development shall not be occupied unless and until the above cycle parking spaces and 'Free to Hire' scheme are in place

Reason - To ensure there is sufficient cycles stand provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012)

37) a) No development, hereby approved, shall commence until a detailed risk management programme / plan for unexploded ordnance (UXO) and mitigation as

appropriate, is submitted in writing to the local planning authority for approval. Development shall be carried out fully in accordance with the approved UXO risk management and mitigation programme / plan.

b) No property, hereby approved, shall be occupied until the approved UXO risk management and mitigation programme / plan has been implemented in full as to the removal of high risk UXO matters or implemented in full as to other necessary mitigation which are covered under the detailed risk management programme / plan approved pursuant to paragraph a) above and a mitigation completion verification report has been submitted to and approved in writing by the Local Planning Authority, confirming that that all risks to (including the possible evacuation of) existing and proposed premises have been satisfactorily mitigated.

c) If, at any time during development, high risk UXO not previously identified (as part of the approved UXO risk management and mitigation programme / plan approved under 40a) is encountered / found to be present, no further development shall be carried out until a revised and/or additional UXO risk management and mitigation programme / plan is submitted detailing how the high risk UXO not previously identified shall be dealt with, and is approved in writing by the Local Planning Authority. The revised and/or additional UXO risk management and mitigation programme / plan shall be implemented as approved and following completion of mitigation a completion verification report shall be prepared and submitted in writing to the Local Planning Authority for approval, confirming that that all risks to (including the possible evacuation of) existing and proposed premises have been satisfactorily mitigated.

Reason: To ensure that the risks from unexploded ordnance to future users of the land and existing neighbouring land are eliminated and/or minimised to ensure that development can take place without unacceptable risk to workers and neighbours including any unacceptable major disruption to the wider public on and off site that may arise as a result of evacuation/s associated with the mitigation of UXO, pursuant to policies EN18 and DM1 of the Core Strategy for Manchester.

38) Prior to the first use of the development hereby approved, an external signage strategy for the entire building shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved strategy shall then be implemented and used to inform any future advertisement applications for the building.

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

39) Prior to the first use of the development hereby approved, details of the siting, scale and appearance of the air source heat pumps to the buildings hereby approved shall be submitted for approval in writing by the City Council, as Local Planning Authority. The air source heat pumps must also comply with the noise criteria as specified in condition 15. The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the air source heat pumps are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

40) The proposed gym use hereby approved, as shown in drawing 1172-TGA-XX-00-DR-A-95030 P05, shall be ancillary to the PBSA hereby approved and not operate as separate planning units or commercial uses for which a separate application for planning consent would be required.

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, and in the interest of amenity, pursuant policy DM1 of the Core Strategy for Manchester

41) Before any part of the development hereby approved is first occupied details of the following to be based on the findings of a Stage 1 Road Safety Audit (RSA 1) shall be submitted and approved in writing by the City Council as Local Planning Authority

A service management plan to include details of final arrangements in relation to both refuse collection and deliveries. This should cover the frequency and dimensions of vehicles requiring access to the site, along with final details of the location for loading/unloading and detail a programme for the implementation of the interim arrangements if Plot 10a is not completed before Plot 10b

The development shall thereafter be fully implemented in accordance with these details

Reason - In interests of highway safety pursuant to Policy DM1 of the Core Strategy

42) Before development commences a scheme for dealing with the discharge of surface water and which demonstrates that the site will be drained on a separate system, shall be submitted to and approved in writing by the City Council as Local Planning Authority. The approved scheme shall be implemented in full before use of the use first commences

Reason - Pursuant to National Planning Policy Framework policies (PPS 1 (22) and PPS 25 (F8))

43) In relation to site layout, water supplies for firefighting purposes and access for fire appliances, the development shall be implemented in accordance with the Fire Safety Measures set out in the Plot 10b First Street House of Social 1 Ltd Fire Statement dated 23-01-23, stamped as received on 01-03-23,

Reason

To ensure a satisfactory development pursuant to Policy DM1 of the Core Strategy and in accordance with the Fire safety and high-rise residential buildings Guidance August 2021

44) No externally mounted telecommunications equipment shall be mounted on any part of the building hereby approved, including the roofs other than with express written consent of the Local Planning Authority

Reason - In the interest of visual amenity pursuant to Core Strategy Policies DM1 and SP1

45) Air quality mitigation shall be implemented in accordance with Chapter 6 of the Plot 10, First Street Environmental Statement
February 2023 by Deloitte's stamped as received on 01-03-23

During the build phase of the development the specific construction mitigation measures listed in ES Chapter shall be implemented through the CEMP. Prior to commencement of development verification that the mitigation measures have been implemented shall

be submitted to an agreed in writing by the City Council as local planning authority and shall remain in situ whilst the development is under construction'

Reason: To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Core Strategy.

46) Any external food delivery services will collect the food from the service yard as shown on Dwg 1172-TGA-XX-00-DR-A-95030 P05 goods in delivery door which shall be monitored by front of house staff to ensure all deliveries are collected from here and drivers / cyclists do not enter the front of the building. All staff will monitor delivery cyclists waiting to collect orders and waiting around the public realm seating areas.

Reason - In the interest of pedestrian safety and secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Mining Information

The proposed development lies within an area which could be subject to current coal mining or hazards resulting from past coal mining. Please read the Standing Advice from the Coal Authority in Appendix A.

It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The developer is to agree the above with MCC's Statutory Approvals and

Network Resilience Teams post planning approval and prior to construction taking place

Commuted sums are required for any non-standard materials (and street trees) used on the adopted highway

Construction/demolition works shall be confined to the following hours unless otherwise agreed in writing by the City Council as local planning authority

Monday - Friday 7 30am - 6pm

Saturday 8 30am - 2pm

Sunday / Bank holidays No work

Workforce may arrive on site 30 minutes prior but no working outside these times, unless changed by prior agreement Noise to be kept to a minimum in the first hour Reason - To safeguard the amenities of the occupiers of nearby residential accommodation during the construction phase

Any materials approved for planning purposes should be discussed in full with Building Control This is to ensure they meet the guidance contained in the Building Regulations for fire safety Should it be necessary to change the external facade treatment due to conflicts with the Building Regulations you should discuss these with the Planning Service as soon as possible as this could materially effect your permission

As the proposal involves development over 11m in height (or alterations to increase the height of a building above 11m), developers are required to notify the Greater Manchester Fire & Rescue Service of the commencement of development via email to construction-started@manchesterfire.gov.uk

For this development proposals for good practice principles for both the design and operational phases are recommended Reference should be made to IAQM/EPUK guidance <http://iaqm.co.uk/guidance>

Should there be any basement excavations proposed adjacent to the highway structural drawings and calculations for the temporary and permanent support works must be submitted for checking (for a fee) to MCC Bridges/Structures Section The applicant is advised to contact highways_structures@manchester.gov.uk

All of the works required to achieve the new accesses / egresses and associated TROs should be included as part of a S278 agreement to be funded by the applicant

Nesting birds No works to trees or shrubs shall occur between the 1 st March and 31 st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out

INNS Management It is an offence under the Wildlife & Countryside Act 1981, as amended to introduce, plant or cause to grow wild any plant listed in Schedule 9 part 2 of the Act Species such as wall cotoneaster are included within this schedule If any wall cotoneaster will be transported off site as a result of this development a suitably experienced consultant should be employed to advise on how to avoid an offence

Generator The routine maintenance and servicing of the now proposed emergency generator (level 12) shall be confined to Monday to Friday 08 00 to 18 00 hours

Detail should be sought from the applicant in relation to any proposed construction or fit out arrangements, where there is an impact on the highway. The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel 0161 234 5004).

The consent hereby granted does not negate the need for any statutory consents required in relation to the development relating to Gas Infrastructure from Cadent Gas.

DRAFT DECISION

Date

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/appeal-planning-decision The Inspectorate will publish details of your appeal on the internet. Alternatively If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

Right of challenge on planning application decision

A third party does not have a right of appeal against a decision on a planning application. Instead there is a right of challenge (a Judicial Review) which is limited to lawfulness of the procedure that we have taken in coming to that decision.

Any challenge must be based on the following and not the merit of the decision:

- Procedural irregularity
- Irrationality
- Illegality

Any application for permission to bring such a challenge (which is through the High Court) must be made within 6 weeks of the date of the decision being issued.

Appendix A



The Coal
Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

Standing Advice valid from 1st January 2023 until 31st December 2024

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

1

1 1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has commenced,

1 2 To carry out and manage the Development in accordance with the Discounted Student Accommodation Statement set out in Schedule 5 as the same may be amended provided the Council has given its written consent to the amendment save that this obligation will not apply to a Chargee provided that the Chargee has first complied with the Chargee's Duty set out in paragraph 4 of this Schedule

1 3 Not to Occupy or allow or permit Occupation of the Development until it has provided to the Council and the Council has approved the Discounted Student Accommodation Statement in writing and has complied with the provision of the Discounted Student Accommodation Statement that prior to first Occupation of the Development the Owner will provide the Council with a plan showing the location of the Discounted Student Accommodation Units within the Development

2

2 1 That prior to Occupation of the Development the Owner will

2 1 1 either enter into an agreement with a waste management company at the sole cost of the Owner that provides for the collection by the waste management company of all waste at the Development at least every two days, or

2 1 2 enter into the agreement specified in paragraph 2 1 of this paragraph 2 but shall include relevant drafting into occupational leases requiring the tenants of any specific area of the Development to pay a service charge to the Owner towards the cost of the waste management provision specified in paragraph 2 1 of this paragraph 2 Provided That for the avoidance of doubt the Owner will ensure that all of the Development will benefit from the agreement with a waste management company for the collection of waste by the waste

management company at least every two days whether that is at the sole cost of the Owner or provision is made for the occupiers of any specific area of the Development to pay a service charge in this respect

- 2 2 Not to Occupy permit or allow Occupation until it has complied with the provisions of paragraph 2 1 of this Schedule 3
- 2 3 In respect of any waste management agreement entered into pursuant to this paragraph 2 the Owner will in any event use All Reasonable Endeavours to procure that the waste management company will properly administer the collection of waste management from the Site and shall ensure that the Development at all times benefits from the operation of waste management in accordance with the waste management agreement (as amended varied or supplemented from time to time)
- 2 4 The Owner will ensure throughout the life of the Development that vehicles employed by any waste management company to collect waste from the Site have free and uninterrupted access to the Site along the Estate Roads

3

- 3 1 That the Owner shall use All Reasonable Endeavours to continue to employ the Architect throughout the Construction Period and until Completion of Construction of the Development **PROVIDED THAT** the Architect remains willing and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms
 - 3 2 Should the Architect not be appointed or continue to be appointed in accordance with paragraph 3 1 above the Owner shall immediately notify the Council of this fact in writing and shall use All Reasonable Endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect within 5 Working Days of their appointment
- 4 The Chargee shall prior to seeking to dispose of the Discounted Student Accommodation Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose and

- 4 1 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Discounted Student Accommodation Units can be made in such a way as to safeguard them as Discounted Student Accommodation and satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its All Reasonable Endeavours to secure such transfer, or
- 4 2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 4 1 of this paragraph 4 then the Chargee shall be entitled to dispose of the Discounted Student Accommodation Units or any part thereof free from the restrictions set out in this Schedule and Schedule 5, or
- 4 3 if the Council or any person nominated by the Council cannot within two months of receipt by the Chargee of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 4 1 of this paragraph 4 the Chargee shall be entitled to dispose of the Discounted Student Accommodation Units or any part thereof free from the restrictions set out in this Schedule and Schedule 5
- 4 4 provided that at all times the rights and obligations in this paragraph 4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation)
- 4 4 1 the Chargee shall not be obliged to transfer, let or otherwise dispose of the Discounted Student Accommodation Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses

SCHEDULE 4

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 To issue the Planning Permission within two (2) Working Days of the date hereof
- 2 To use the Management Fee for the purpose of management and monitoring any Planning Obligations that may be created by this Agreement

SCHEDULE 5

DISCOUNTED STUDENT ACCOMMODATION STATEMENT

This statement has been prepared in support of the development of land bounded by River Street to the north, River Street and Vacant Lane to the east, Hulme Street to the south and Plot 10A of the First Street Masterplan to the west shown for the purposes of identification only edged red on the Plan and addresses the provision of Discounted Student Accommodation

This statement may be amended by the Owner from time to time provided that such amendments are first approved by the Council in writing

This statement must include details of

- i the type, tenure and the requirements relating to establishing the location of the Discounted Student Accommodation, which shall consist of not less than 15% (fifteen per cent) of the total number of Student Accommodation Units constructed on the Site,
- ii the arrangements for the management of the Discounted Student Accommodation,
- iii the arrangements to ensure that such provision is retained in perpetuity as Discounted Student Accommodation and is affordable for both the first and subsequent occupiers of the Discounted Student Accommodation, and

- iv the occupancy criteria to be used for determining the identity of occupiers of the Discounted Student Accommodation and the means by which such occupancy criteria shall be enforced

The following information is provided in respect of each of the criteria,

- i The development comprises a mix of Studio Units and six bed clusters and five bed clusters that are self contained ensuite units with shared lounge and kitchen facilities with some units having their own direct access to the unit

The tenure mix may be varied from time to time throughout the lifetime of the development subject to submission of a revised Discounted Student Accommodation Statement to be submitted for the written approval of the Council such approval not to be unreasonably withheld or delayed

The Discounted Student Accommodation Units shall be fully integrated ("pepper-potted") with the Market Student Accommodation Units across the Development as a whole

Prior to first Occupation of the Development the Owner will provide the Council with a plan showing the location of the Discounted Student Accommodation Units within the Development

The Student Accommodation Units shall be of tenure blind design and for the avoidance of doubt the Discounted Student Accommodation Units shall be of the same design, fit out and size as the Market Student Accommodation Units

The occupiers of the Discounted Student Accommodation Units will be freely able to access all of the facilities provided for the use of occupiers of the Development

- ii The Owner will either own and manage the Discounted Student Accommodation Units and be responsible for their future lettings and maintenance or enter into a Nomination Agreement that will provide for the letting to Eligible Students of the Discounted Student Accommodation Units

and for their management and maintenance. The statement must set out whether the Discounted Student Accommodation Units are to be owned and managed by the Owner or are to be covered by a Nomination Agreement and will detail the timescales for any given academic year by which Discounted Student Accommodation is to be offered to Eligible Students and by which such Eligible Students are required to enter into any rental agreement (the "Rental Timescales")

- iii From the date of Completion of Construction of the Discounted Student Accommodation Units they shall not be used other than for Discounted Student Accommodation except that in the event that the Discounted Student Accommodation Units remain vacant following the expiry of the Rental Timescales, the Discounted Student Accommodation Units may be let by the Owner to any student for the remainder of that academic year. Provided that the form of letting or tenure used to let is such that will enable the Owner to ensure that vacant possession of the Discounted Student Accommodation Unit can be lawfully obtained prior to the start of the following academic year and the Owner takes all necessary steps to secure vacant possession prior to the start of that following academic year of the Discounted Student Accommodation Units in respect of which this exception applies.

In terms of affordability the following applies,

- Rent levels for the Discounted Student Accommodation Units inclusive of any service charges will be set at a level of no more than 70% (seventy per cent) of the Maintenance Loan.
- iv The Discounted Student Accommodation Units shall be available only to Eligible Students except in the circumstances set out above following expiry of the Rental Timescales.

The Owner shall provide a monitoring statement to the Council on an annual basis regarding the Discounted Student Accommodation in a form to be agreed between the Council and the Owner which shall set out

- a) the approach to letting the Discount Student Accommodation Units,
- b) the ongoing occupancy status of the Discounted Student Accommodation Units, and
- c) how the Owner is meeting the requirements of the Discounted Student Accommodation Statement

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

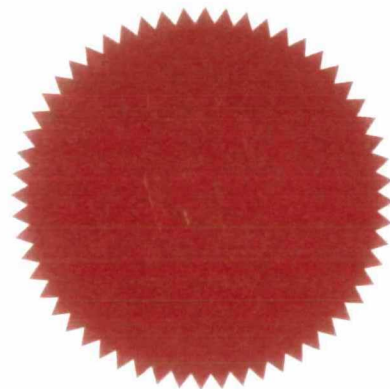
THE COMMON SEAL of **THE COUNCIL OF THE**

CITY OF MANCHESTER was hereunto affixed in

pursuance of an Order of the Council of the said City:



AUTHORISED SIGNATORY



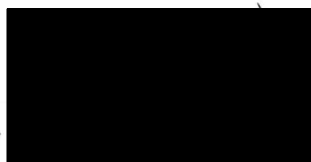
01121011

Executed as a Deed by **FIRST STREET DEVELOPMENT LIMITED**)

acting by a director in the presence of)

a witness

Signature of director



Witness signature



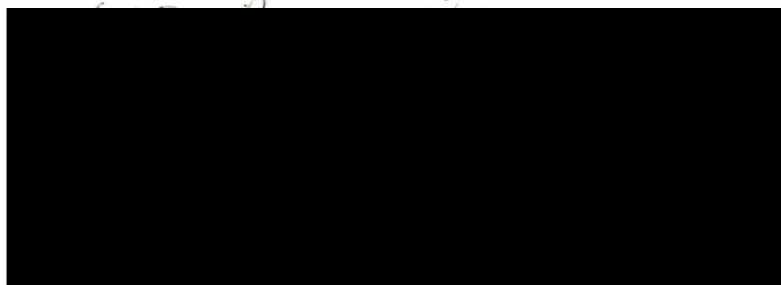
Name

ALEXANDRA JONES

Occupation

SOLICITOR

Address



Executed as a Deed by **HOUSE OF SOCIAL ONE LIMITED**)

acting by a director in the presence of)

a witness)

Signature of direct

Witness signature

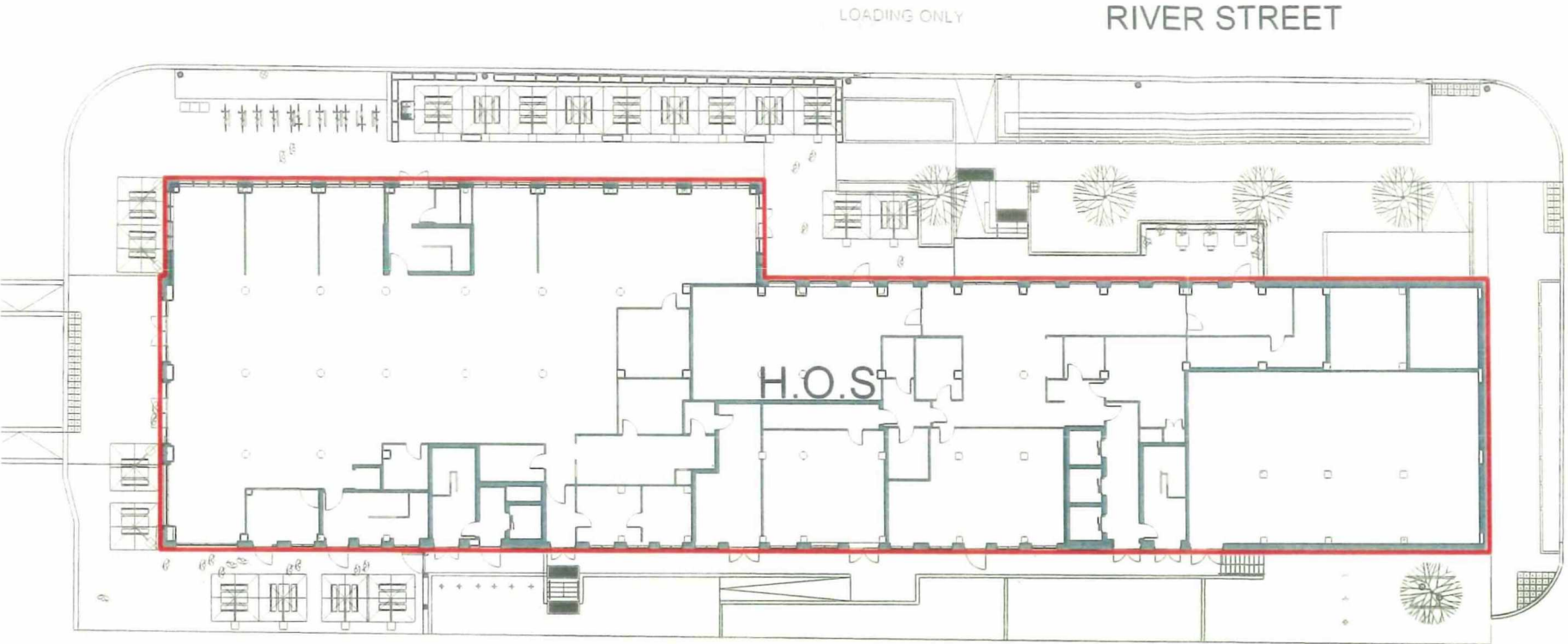
Name

Occupation

Address

Appendix
Estate Roads Plan

MACINTOSH MILL



RIVER STREET

PLOT 10A DEVELOPMENT

HULME STREET

PLOT 11 DEVELOPMENT
UNDER CONSTRUCTION

General Notes

Use figured dimensions only. Do not scale off this drawing. All dimensions must be set out and checked by the contractor on site prior to commencement of construction. Any variations between drawings and site must be reported to TGA before work proceeds.

Drawings to be read in conjunction with Architectural Specification, Structural Engineer's Drawings and Specifications, Mechanical & Electrical Engineer's Drawings and Specifications, all Supplemental Information, including but not limited to: Detailed Fire Strategy, Acoustic Report, Thermal Report & Overheating Report.

1 to portion of the Works to commence without acceptance of the required submissions by the Employer.

Main Contractor to submit relevant documents to building regulation and legislation approval authorities as required to comply with the Specification.

Key

Proposed building demise

Waste collection route via estate roads

Re:	Description	Date	By
P01	Issued for S106 Agreement	10.07.23	A.
P02	Hatching updated in line with client Comments	17.07.23	A.

Title Site Plan - Waste Collection Route via Estate Roads			
Drawing No:	Revision:		
HS-TGA-G200-PL-XX-02009	P02		
Status:	Scale:		
STAGE 4	As indicated@A1		
Project:	Client:		
1172 - First Street	VITA		

TIM GROOM ARCHITECTS

Example: 2 Carke Street Manchester M3 4LZ 0161 870 1152

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THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:

Authorised Signatory



01130833

Executed as a deed by
FIRST STREET
DEVELOPMENTS LIMITED
acting by a director

in the presence of

Name of witness
(in BLOCK CAPITALS)

Signature of witness

Address

Occupation

)

)

)

)

)

Director

JOHN HUGHES.

PATRICK FEWELL

Executed as a deed by
HOUSE OF SOCIAL ONE LIMITED
acting by a director:
.....*GARETH SAMPSON*.....
in the presence of:

)
)
)
)
)

Director

Name of witness:
(in BLOCK CAPITALS)

LYDIA BLAIR.....

Signature of witness:

Address:

Occupation:

Paralegal.....

The Lender

Executed as a deed by
Cain International Agent Limited
acting by a director

in the presence of



Director *John Cole*

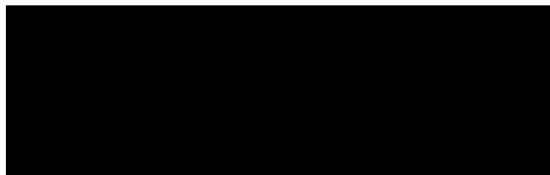
Name of witness
(in BLOCK CAPITALS)

Elvis J. Smith

Signature of witness



Address



Occupation

Notices

Address 72 Welbeck Street, London, England, W1G 0AY
Attention Graham Keable
Email Graham.Keable@cainint.com