

DATED 22nd August 2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

QUINN PROPERTY DEVELOPERS LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Renshaw House, Hyde Grove,
Chorlton-cum-Medlock, (M13 9LQ) Manchester

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/PLA001/84157

THIS AGREEMENT is made the 22nd day of August 2025

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
- (2) **QUINN PROPERTY DEVELOPERS LIMITED** (incorporated in England and Wales with company number 04739275 whose registered office is at Stoney Croft Howard Street, Millbrook, Stalybridge, England, SK15 3ER (the "**Owner**")

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 the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is freehold owner of the Site registered at the Land Registry with title absolute under title number GM834056 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The Application was submitted 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.
- D 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.
- E 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.
- F The Council has recognised the difficulty faced by lower income groups in Full Time Higher Education at a Manchester Higher Education Institution in sourcing affordable accommodation within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to provide Affordable Housing including Discounted Student Accommodation within the Administrative Boundaries of Manchester. The Council is satisfied that the obligations in this Agreement are,
 - 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

AGREED TERMS

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" means all the wards that together comprise the city of Manchester,

"Affordable Housing" means housing provided to eligible households whose needs are not met by the market in accordance with the definition set out in Annex 2 of the NPPF,

"Affordable Housing Contribution" is the sum of £13,294 (thirteen thousand two hundred and ninety-four pounds) Index Linked to be paid in accordance with the provisions contained in Schedule 3,

"Agreement" shall mean this agreement,

"Anticipated Date of Commencement of Development" means the date upon which the Owner anticipates that Commencement of Development shall take place,

"Application" means the application to which the Council gave the reference 140060/FO/2024 for erection of a part 4, part 5 storey building comprising purpose-built student accommodation (PBSA) (Sui Genens) with associated access, parking, cycle storage, landscaping, and other ancillary works following demolition of existing building

"Best Endeavours" means that it is agreed by the parties hereto that the party under such an obligation 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 and landowner in the context of the Development save that they will not be required to take proceedings (including any appeal), or participate in any court proceedings, public inquiry or other hearing,

"Commencement of Development" means 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, demolition works, 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 the agreement be deemed not to be

material operations and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly

"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" means the development undertaken on the Site pursuant to the Planning Permission as specified in the Application,

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

"Discounted Student Accommodation Statement" means the written statement detailing the provision of the Discounted Student Accommodation at Schedule 5 as may be amended from time to time by agreement between the parties in accordance with paragraph 2 of Schedule 5,

"Discounted Student Accommodation Unit" means a 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 such other student as the Council and the Owner agree in writing in accordance with paragraph (vi) of the Discounted Student Accommodation Statement, or in the event the Maintenance Loan ceases to be available such other affordability criteria as the Council and the Owner agree in writing and **"Eligible Students"** shall be construed accordingly,

"Expert" means a solicitor or barrister 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 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" means 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 a part means-tested loan provided by the Government to students under the provisions of the Education (Student Support) Regulations 2011 to assist with living costs while studying and any successor loan scheme,

"Management Fee" shall mean 15% of the planning application fee which equates to £4,212 (four thousand two hundred and twelve pounds) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the planning obligations contained herein,

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

"Market Rent" means 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,

"Market Student Accommodation" means accommodation that is made available to rent to students at Market Rent,

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

"NPPF" the National Planning Policy Framework issued on 7 February 2025 being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same,

"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 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" means the plan attached to this Agreement,

"Planning Permission" means 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,

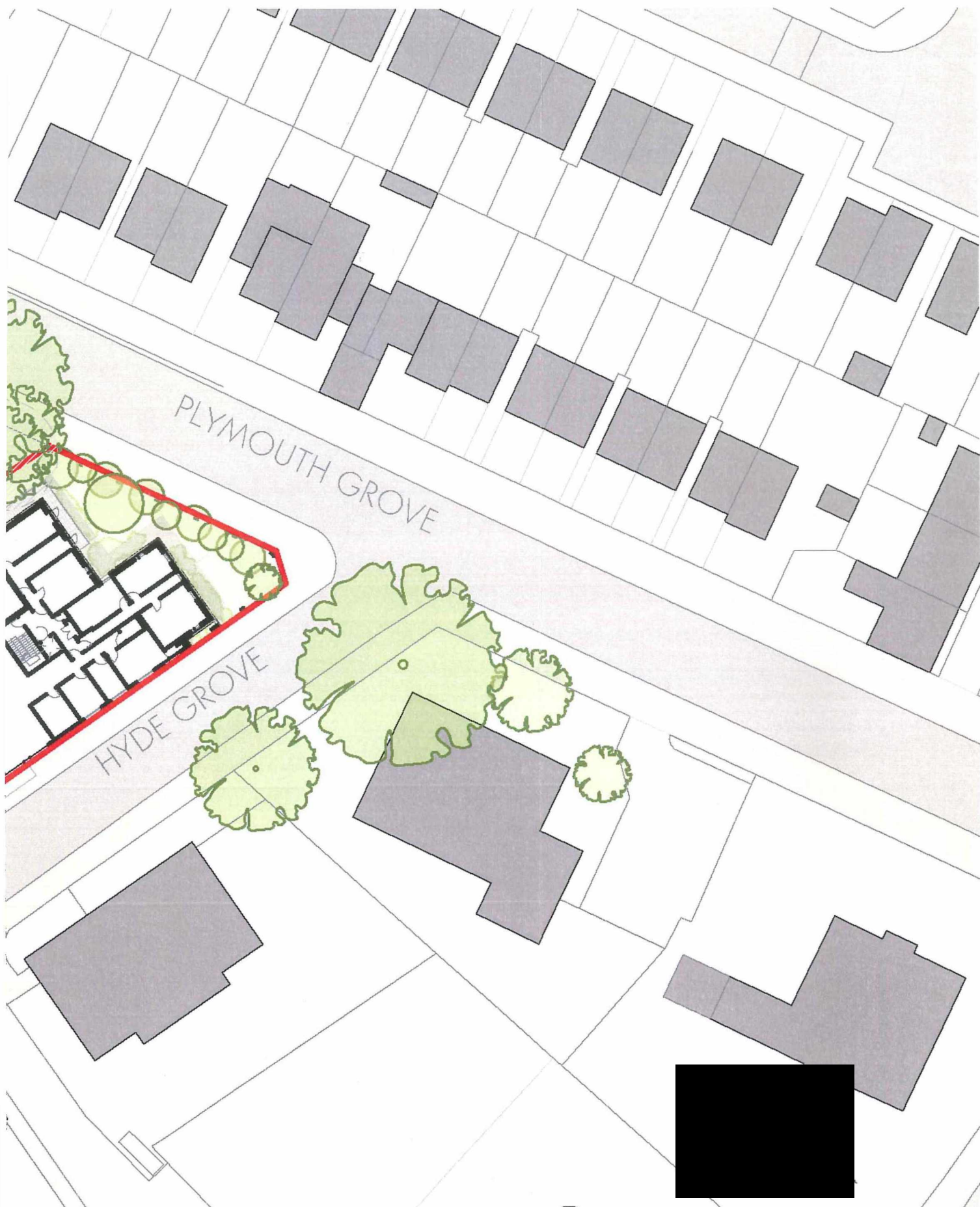
"Regulations" means the Community Infrastructure Levy Regulations 2010,

"RICS" means the Royal Institution of Chartered Surveyors,

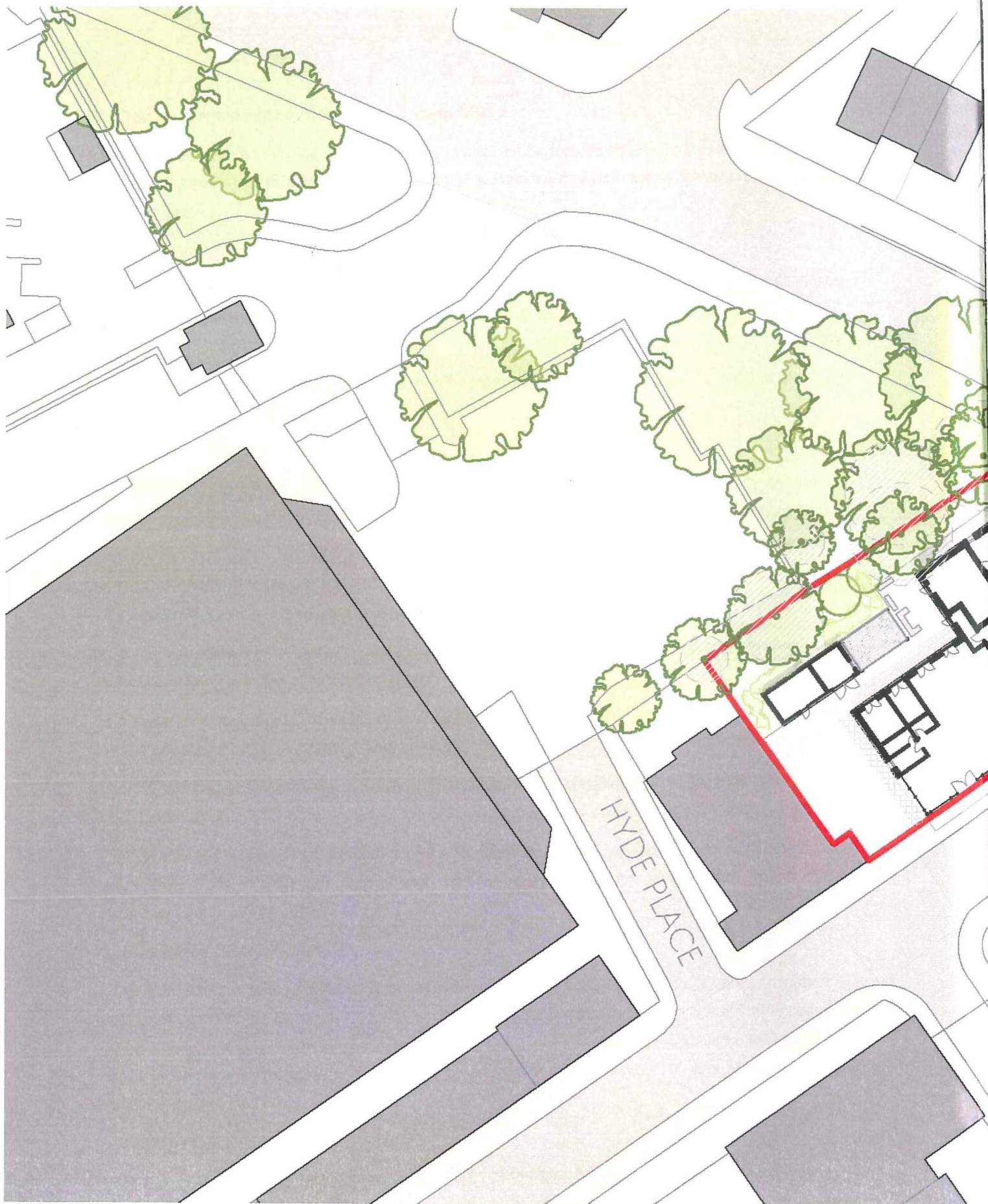
"Site" means the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan,

"Student Accommodation Unit" means a unit of sleeping 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,

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



			GWP Job Reference (544)2337	Proposed Site Plan		 CHARTERED ARCHITECTS INTERIOR DESIGNERS SPACE PLANNERS PROJECT MANAGERS LANDSCAPE ARCHITECTS Broken House, Lidge Lane, Leek, ST16 1PD +44(0)115 266 0044 (t) +44(0)115 266 1859 (f) architects@gwp-arch.com www.gwp-arch.com
			Job Title Renshaw House, Hyde			
EA Studio provision	JW	TA	Client Mia James Construction	Name (544)2337-GWP-01-00-D-A-(PA)-0008		
AS Studio scheme	TA	RT		Scale 1:200@A3 Revision P05		
AS planning comment	TA	RT	Drawn/Checked TA / RT First Issue 28.03.24			
AS planning comment	TA	RT	Drawing Status A - Approval			
	TA	RT				
	Dr	Ch				
n House: (w/ardens & n/ardens) (544)2337-0001						



This drawing is the property of GWP Architecture. Copyright is reserved by them and the drawing is issued on the condition that it is not copied, reproduced, retained or disclosed to any unauthorised person either wholly or in part without the consent in writing of GWP Architecture.

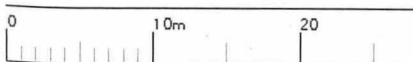
All drawings and specifications should be read in conjunction with the project brief and safety plan. Any possible conflicts should be presented to the Planning Coordinator.

All work to be carried out in accordance with current Building Regulations.

Contractors must verify all dimensions on the job before commencing any work or making shop drawings.

Written dimensions should be taken. Do not scale off drawing. Do not take digital dimensions from this drawing.

Any discrepancies to be reported to the Architect.



Rev	Date	Comment
P05	07.11.24	Updated EA
P04	10.09.24	Updated as
P03	09.08.24	Updated as
P02	02.05.24	Updated as
P01	28.03.24	First Issue

Volume 02 of 02, Rev 0.000000, 1/1/2024
Model/Render House of Andrew & Co. 0.000000
Printed to A3 size, 1/1/2024, 1/1/2024

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 include the successors in title of that party In addition, references to the Council 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 PLANNING OBLIGATION

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

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17 and 18 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 or on behalf of either of 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

5.1 The Owner on behalf of themselves 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 Schedules 3 and 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act unless and until the same have been fully satisfied or are discharged pursuant to section 106A 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 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 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 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 agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest 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 relevant part of the Site) 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 (or relevant part of the Site)

9 3 For the avoidance of doubt, the obligations under this Agreement shall not be enforceable against occupiers of individual Student Accommodation Units

10 COUNCIL'S CONSENT OR APPROVAL

10 1 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

10 2 Where variations or modifications are expressed in this Agreement to be subject to approval or agreement in writing then they need not require a deed of modification under section 106A of the Act

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 by the Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries and relevant notices in the register of local land charges

11 3 The reasonable costs of registration and cancellation pursuant to clauses 11 2 above shall be met by the Owner if reasonably requested in advance 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 City Solicitor at the Council's address first above written,

14 1 2 to the Owner at their last known addresses

15 FEES

15 1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement

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

15 3 The Owner shall on the date hereof pay to the Council the Management Fee

16 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

17 JURISDICTION

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

18 COMPLETION

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

19. WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site

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

SCHEDULE 1

The Site

Renshaw House, Hyde Grove, Chorlton-cum-Medlock, (M13 9LQ) and shown for the purposes of identification only edged red on the Plan and within title boundary GM834056

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Barlow
Barlowood Holdings Limited
20 Wenlock Road
London
N1 7GU

Agent (if used)

Mr Paul Chandler-King
Iceni Projects
WeWork Dalton Place
29 John Dalton Street
Manchester
M2 6FW

Part 1 – Particulars of the application/development

Proposal Erection of building part 4, part 5 storey building comprising purpose-built student accommodation (PBSA) (Sui Generis) with associated access, parking, cycle storage, landscaping, and other ancillary works following demolition of existing building

Location: Renshaw House, Hyde Grove, Manchester, M13 9LQ

Date of application: 20 May 2024

Application number 140060/FO/2024

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Approved** 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 discussions about the form and design of the development and amended details and drawings have been provided by the applicant. The proposals are considered to be acceptable and appropriately worded conditions are proposed

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

Planning Statement dated May 2024 (including Statement of Community Involvement) (notwithstanding reference to the type and quantum of Accommodation proposed in connection with the originally submitted scheme

Archaeological Desk Based Assessment dated March 2024 issue v.1

Broadband Connectivity Assessment Issue 0.1 dated 01.05.2024

Construction Management Plan May 2024

Crime Impact Statement Version 07.05.2024 reference 2024/0058/CIS/01

Health and Safety Method Statement and Associated Risk and COSHH Assessment related to demolition works dated 15 November 2024
Design and Access Statement - ref (544)2337 Renshaw House, Manchester_Design&AccessStatement_P02
(revised by Design and Access Addendum received 15 11 2024) - reference. (544)2337 Renshaw House, Manchester_TopFloor DAS Addendum-P03
Phase 1 Desk Study Report dated February 2024 Final Report - Report No 100948
Preliminary Ecological Appraisal reference 81-561-R1-1 dated January 2024
Tree Survey ref 231010
Transport Statement Issue 1 06 05.2024
TV and Radio Reception Impact Assessment Issue 0 1 dated 16th April 2024
Stage 1 Preliminary UXO Study Report Ref PRA-24-2414
Site location plan ref: (544)2337-GWP-01-00-D-A-(PA) 0001 rev .P01
Topographical Survey plan ref (544)2337-GWP-01-00-D-A-(PA) 0002 rev P01
Demolition Ground Floor Plan ref (544)2337-GWP-01-00-D-A-(PA) 0006 rev P03
Demolition First Floor Plan ref: (544)2337-GWP-01-00-D-A-(PA) 0007 rev.P02
Received 20th May 2024
Student Need Assessment received 1st October 2024
Proposed site plan (544)2337-GWP-01-00-D-A-(PA) 0008 rev P05
Proposed ground floor plan (544)2337-GWP-01-GF-D-A-(PA) 0009 rev P09
Proposed first floor plan (544)2337-GWP-01-01-D-A-(PA) 0010 rev P06
Proposed second floor plan (544)2337-GWP-01-02-D-A-(PA) 0011 rev.P06
Proposed third floor (544)2337-GWP-01-03-D-A-(PA) 0012 rev P06
Proposed fourth floor (544)2337-GWP-01-04-D-A-(PA) 0013 rev P07
Proposed roof plan (544)2337-GWP-01-RL-D-A-(PA) 0015 rev P07
Proposed North West elevations (544)2337-GWP-01-ZZ-D-A-(PA) 0016 rev.P06
Proposed North East elevations (544)2337-GWP-01-ZZ-D-A-(PA) 0017 rev P06
Proposed South West elevations (544)2337-GWP-01-ZZ-D-A-(PA) 0018 rev.P06
Proposed South East elevations (544)2337-GWP-01-ZZ-D-A-(PA) 0019 rev.P06
Proposed Section A (544)2337-GWP-01-ZZ-D-A-(PA) 0020 rev.P05
Proposed Section B (544)2337-GWP-01-ZZ-D-A-(PA) 0021 rev P05
Proposed Context elevations (544)2337-GWP-01-ZZ-D-A-(PA) 0022 rev P05
Proposed Materials Study Ref: (544)2337-GWP-01-02-D-A-(PA)-0023 Rev P03
Proposed Boundary Treatments Ref (544)2337-GWP-01-XX-DR-A-(PA)-0028 Rev P04
Typical Window Reveal Detail Ref (544)2337-GWP-01-XX-D-A-(PA)-0029 Rev P01
Typical Window and Scalloped Cladding Ref (544)2337-GWP-01-XX-D-A-(PA)-0030 Rev P01
CGI View from Hyde Grove
CGI View from Hyde Grove (Dusk)
CGI View from Plymouth Grove
Design and Access Addendum dated November 2024 - reference. (544)2337 Renshaw House, Manchester_TopFloor DAS Addendum-P03
Landscape Layout - Ground Floor ref: 4623 101 E
Landscape Layout - Roof Floor ref: 4623 102 C
Planting Plan ref 4623 201 C
Air Quality Assessment ref P7207-R1-V3 dated 15th November 2024
Arboricultural Impact Assessment ref 231010b AIA
Arboricultural Method Statement ref 231010b MS
Biodiversity Metric Report Reference: 81-561-R2-6 dated November 2024
External Daylight and Sunlight Study ref 12016 Rev 1 dated 08 11.2024
External Lighting Strategy ref. MJC-XX-XX-69-RP-0001 dated November 2024
Drainage Strategy ref 30094-BGL-XX-XX-RP-C-00002 V4 dated 6th November 2024
Environmental Standards Statement dated 4th November 2024

Gateway One Fire Statement ref 00280-XX-XX-RP-FE-0001 Rev 02
Flood Risk Assessment ref: 30094-BGL-XX-XX-RP-C-00001 V4
Heritage Statement Addendum dated 12th November 2024
Environmental Noise Survey and Noise Impact Assessment ref. 31068/NIA1 rev 2 dated 8th November 2024
Transport Statement Addendum Note ref 4178 TSAN 01
Ventilation Strategy ref: MJC-XX-XX-57-RP-0001 dated November 2024
Received 15th November 2024
Student Management Plan dated November 2024 received 21st November 2024
Financial Viability Assessment dated December 2024 received 18th December 2024
Typical Studio bedroom layout ref (544)2337-GWP-01-XX-D-A-(PA)-0031 Rev P01 and Typical DDA Studio Bedroom layout ref (544)2337-GWP-01-XX-D-A-(PA)-0032 Rev P01
Received 6th February 2025
Agent email confirming use of bricks within the proposed development date 10th February 2025.
Proposed Substation and Bike Store(544)2337-GWP-01-GF-DR-A-(PA)-0024_Pr-P04
Received 12 August 2025

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

3) Notwithstanding the draft Construction Management Plan, prior to the commencement of development (including demolition works) a detailed demolition and construction management plan outlining working practices, shall be submitted to and approved in writing by the City Council as local planning authority. The submitted management plan shall include

- o The routing of construction traffic;
- o Detail the vehicular activity associated with the construction including appropriate swept path assessment;
- o Details of the location and arrangements for contractor parking;
- o The identification of the vehicular access points into the site;
- o Identify measures to control dust and mud, including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period;
- o The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location;
- o A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site
- o Identify measures to reduce noise emissions,

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

Reason - To safeguard the amenities of nearby residents and for highway safety reasons and protection of wildlife pursuant to policies SP1, EN15, EN19, DM1 of the Manchester Core Strategy (2012).

4) Notwithstanding the colouration of the brickwork shown on Proposed Materials Study Ref. (544)2337-GWP-01-02-D-A-(PA)-0023 Rev P03, prior to above ground works, samples and specifications of all materials to be used on all external elevations of the development shall be submitted to and approved in writing by the City Council as local planning authority

This shall include the creation of a sample panel on site, and specifications of all materials to be used on all external elevations of the development along with jointing and fixing details, window reveals and soffits, details of finishes to be used to prevent staining in, ventilation/air brick and a strategy for quality control management. The approved materials shall then be implemented as part of the development.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

5) Prior to the installation of the substation and external cycle store, shown on plan ref (544)2337-GWP-01-GF-DR-A-(PA)-0024_Pr-P04, samples and specifications of all materials to be used on all external elevations of the substation and external cycle store shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

6) The development shall only be carried out in accordance with the recommendations set out in sections 3.3 and 4 of Crime Impact Statement Version 07/05/2024 reference 2024/0058/CIS/01 the 20th May 2024. The development hereby approved shall not be occupied or used until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation for that the development.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and to reflect the guidance contained in the National Planning Policy Framework.

7) a) Prior to the commencement of the development (including demolition work), details of a Local Labour 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 approved document shall be implemented as part of the construction of the development. In this condition a Local Labour Proposal means a document which includes:

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Labour Proposal
- iii) measures to monitor and review the effectiveness of the Local labour 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)

8) Notwithstanding the Drainage Strategy, prior to the commencement of the

development hereby approved, a surface water drainage scheme in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards, shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The development shall be constructed and completed in accordance with the approved details prior to the first occupation/use of the development

Reason- To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to policies within the NPPF and NPPG and Manchester Core Strategy (2012) policies EN08 and EN14

9) Prior to the first occupation/use of the development hereby approved details of the implementation, maintenance and management of the surface water drainage scheme, as approved by Condition 8, shall be submitted for approval in writing by the City Council, as Local Planning Authority Those details shall include

- Verification report providing photographic evidence of constructed flow control and SuDS components as per design drawings approved as part of Condition 8

- Provide As Built construction drawings OR confirm that they align with the original design construction drawings

- 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.

The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details

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, , pursuant to national policies within the NPPF and NPPG and local policies EN08 and EN14

10) a) The development shall be implemented in accordance with the Phase 1 Desk Study Report February 2024 received by the City Council as local planning authority on 20th May 2024

b) Before the development hereby approved commences a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) shall be submitted to and approved in writing by the City Council as local planning authority. The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority

c) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and prior to occupation a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority. 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 in each phase 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 EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

11) Within 3 months of the commencement of development (excluding demolition work), full details of off-site highway works shall be submitted to and approved in writing by the City Council as Local Planning Authority. Such works shall include:

- Required amendments to TRO's at Hyde Grove to protect the service access and parking bays for disabled users
- Reinstatement of footway to Hyde Grove and Plymouth Grove frontage
- Upgrade of the pelican crossing to a puffing crossing on Plymouth Grove.

The development shall not be occupied until the highway works have an agreed timescale for implementation. The development shall only be occupied in accordance with the agreed details.

Reason - In the interests of highway safety, pursuant to Policies DM1 and SP1 of the Manchester Core Strategy (2012)

12) Prior to the commencement of development, with the exception of demolition and site clearance, a Delivery and Servicing Management Strategy shall be submitted to and agreed in writing by the City Council as local planning authority. The submitted strategy shall ensure that servicing/delivery activities across the site are co-ordinated to ensure efficient use of any loading bays/short-stay parking areas. The strategy should also take into consideration food/parcel deliveries, providing clear direction on the following:

- Designated delivery drop-off points
- Delivery and servicing hours for the site
- Provision of clear signage in common areas to guide delivery drivers to the drop-off point;
- Inform all new residents on the designated drop-off point and any specific rules or guidelines they need to follow when receiving deliveries;
- Establish specific delivery hours for residents of the development where possible;
- Periodically review how the drop-off process is working and encourage resident feedback;
- Set up a secure delivery holding area within the development, and
- Monitor Security Concerns

The development shall operate in accordance with the agreed strategy.

Reason - In the interests of pedestrian and highway safety pursuant to policy DM1 of the Manchester Core Strategy (2012).

13) Prior to the first occupation of the development hereby approved an Arrival/Departure Strategy in relation to the development shall be submitted to and agreed in writing by the City Council as local planning authority. The strategy shall set out details of how cars arriving and departing the site at the beginning and end of

academic year are to be managed. The development shall be subsequently carried out in accordance with the agreed strategy.

Reason - To ensure that an appropriate strategy is in place to deal with peak periods of car arrivals and departures to the site and to minimise the impacts on the surrounding highway network pursuant to policy T2 and DM1 of the Manchester Core Strategy (2012)

14) Prior to the first occupation of the development hereby approved a detailed Travel Plan in relation to that phase shall be submitted to and agreed in writing by the City Council as Local Planning Authority prior to first occupancy of the residential accommodation hereby approved. In this condition a Travel Plan means a document which includes:

- (1) The measures proposed to be taken to reduce dependency on the private car by those residing or employed in the development,
- (2) A commitment to surveying the travel patterns of occupiers and staff during the first three months of the development and thereafter from time to time,
- (3) Mechanisms for the implementation of the measures to reduce dependency on the private car, and
- (4) Measures for the delivery of specified travel plan services, and measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car.

Within six months of the first use of the development within any phase, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (2) above shall be submitted to the City Council as local planning authority for approval. 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 reduce dependency on the car travel and to promote alternative means of transport, pursuant to policies DM1 and SP1 of the Manchester Core Strategy (2012).

15) Prior to the first occupation of the development hereby the space and facilities for bicycle parking shown on the plans referenced in condition no.2 be installed, retained and permanently reserved for bicycle parking for users of the development.

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to mode of transport in order to comply with policies SP1, T1 and DM1 of the Manchester Core Strategy (2012)

16) The on street car parking spaces as identified on the approved plans listed within condition 2 of this decision shall be laid out, demarcated and be ready for use prior to the first occupation of the residential accommodation associated with the phase of development in which the car parking is located. The parking spaces shall be available for use at all times whilst the development is in operation.

Reason - To ensure that there is adequate car parking for the development proposed when the building is in use, pursuant to policies DM1, T2 and SP1 of the Manchester Core Strategy (2012)

17) a) Finalised detailed designs and colouration the external lighting in the locations

specified in the External lighting Strategy ref. External Lighting Strategy ref: MJC-XXXX-69-RP-0001 dated November 2024, shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details

b) Prior to occupation of the respective phase of development, a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved scheme. The report shall also undertake post completion testing to confirm that acceptable criteria have been met. Any instances of nonconformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the criteria

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

18) a) Externally mounted ancillary plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to commencement of the use hereby approved the scheme 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 site. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority

b) Prior to the operation of the scheme a verification report shall be submitted to and approved in writing by the City Council as local planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the 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 agreed noise criteria.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved UDP policy DC26.

19) a) The acoustic insulation of the development hereby shall be carried out in accordance with the measures in the Environmental Noise Survey and Noise Impact Assessment ref: 31068/NIA1 rev.2 dated 8th November 2024.

b) Prior to the first occupation of the development, a verification report shall be submitted to and agreed in writing by the City Council as local planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the acoustic insulation scheme. The report shall also undertake post completion testing to confirm that acceptable 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 agreed noise criteria.

Reason - To safeguard the amenities of the occupiers of the building and occupiers of nearby properties pursuant to policy DM1 of the Manchester Core Strategy (2012) and saved Unitary Development Plan policy DC26

20) a) Prior to above ground works, a scheme for the acoustic insulation and treatment of the non-residential areas (gym, social /communal space), to limit the break out of noise in accordance with a noise study of the premises and a scheme of acoustic treatment shall be submitted to and approved in writing by the City Council as local planning authority. The scheme shall be implemented in full before the gym, social /communal space is brought into use.

b) Prior to the first use of the gym, social /communal space 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 acceptable criteria have been met. Any instances of nonconformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To safeguard the amenities of the occupiers of the building and occupiers of nearby properties, pursuant to policy DM1 of the Manchester Core Strategy (2012) and saved Unitary Development Plan policy DC26.

21) a) Notwithstanding the information referenced in condition no 2, prior to above ground works, a scheme for the storage and disposal of refuse (including pulvable recyclables and food waste) for the development, shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to the PBSA being first brought into use, finalised details for the management of the internal storage area and strategy for segregation of recyclable waste of that unit shall be submitted to and approved in writing by the City Council as Local Planning Authority.

c) The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - In the interests of amenity and public health of the occupiers, once the development hereby approved is occupied, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

22) No vegetation or tree clearance shall take place during the optimum period for bird nesting between 1st March and 31st August inclusive, unless nesting birds have been shown to be absent by a suitably qualified expert prior to vegetation being cleared and such confirmation being submitted to and agreed in writing by the City Council as local planning authority.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

23) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained within the Arboricultural Impact Assessment ref: 231010b AIA, and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning

authority Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority

(c) The measures for the protection of any retained tree within the Arboricultural Impact Assessment ref 231010b AIA, and Arboricultural Method Statement ref. 231010b MS shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Manchester Core Strategy (2012).

24) All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work"

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Manchester Core Strategy (2012)

25) a) The approved hard and soft landscaping scheme as set out within the approved landscape drawings listed within condition 2 of this decision notice shall be implemented within 12 months of the first use of the of development

b) 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 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 SP1, EN9 and DM1 of the Manchester Core Strategy (2012)

26) Prior to the first use of the development hereby approved, full details of the specification and locations of bat and bird boxes to be installed at the development and the timescale for their installation shall be submitted to and approved in writing by the City Council as Local Planning Authority. The bat and bird boxes shall thereafter be installed in accordance with the agreed details and approved timescale and thereafter be retained and remain in situ.

Reason - To ensure the creation of new habitats in order to comply with policy EN15 of the Manchester Core Strategy (2012)

27) The removal of Tree refs T1 and T2 referenced within the Arboricultural Impact Assessment ref 231010b AIA, and Arboricultural Method Statement ref. 231010b MS shall be undertaken utilising soft-felling techniques as outline in section 4.3.3 of the Preliminary Ecological Appraisal e3p ref 81-571-R1-1

Reason - To minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994), pursuant to policy EN15 of the Manchester Core Strategy (2012).

28) If no development commences within 12 months of the date of consent, a further survey of the site and locality for badger setts and bat roosts shall be undertaken and the findings shall be submitted to and approved by the local planning authority. The development shall be undertaken with any measures identified as being necessary following the outcome of the survey

Reason - To minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994), pursuant to policy EN15 of the Manchester Core Strategy (2012)

29) Prior to any works on the proposed development commencing (excluding demolition), a written 30-year Habitat Management and Maintenance Plan (HMMP) for the site shall be submitted to and approved in writing by the City Council as local planning authority. The approved HMMP shall relate to all 'significant' biodiversity gains on site and shall be strictly adhered to and implemented in full for its duration and shall contain:

- A) Aims, objectives and targets for management, including habitat target conditions matching the associated Biodiversity Metric submitted with the application.
- B) Descriptions of the management operations necessary to achieving aims and objectives
- C) Preparation of a works schedule, including timescales for habitat clearance and habitat creation and/or enhancement.
- D) Details of monitoring needed to measure the effectiveness of management.
- E) Details of the persons responsible for the implementation and monitoring.
- F) Mechanisms of adaptive management and remedial measures to account for changes in the work schedule to achieve required targets.
- G) Reporting on years 1, 2, 5, 10, 20 and 30'

Reason - In the interests of biodiversity net gain being achieved on site pursuant to Policy EN15 of the Manchester Core Strategy, Policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

30) The student accommodation element of the development hereby approved shall be used as purpose-built student accommodation (PBSA) (Sui Generis) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification) (including serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights)

Reason - To ensure that the accommodation is used solely for the intended purpose - student accommodation and to safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced

apartments/apart hotels do not commence without prior approval, to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

31) Within 3 months of the completion of the development, a verification statement/certification shall be submitted to and approved in writing, by the City Council as local planning authority confirming the incorporation of the specified measures detailed within the submitted Environmental Standards Statement dated 4th November 2024 as listed within condition 2 of this decision. Any deviations from the approved details shall be clearly set out along with measures required to ensure compliance with the agreed details

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Manchester Core Strategy (2012) and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework

32) Prior to above ground works , finalised detailed cross section drawings at 1:50 scale of the elevation and window openings, and detailed specification of windows and louvres panels shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

33) The office window at ground floor level and landing windows directly above to the western side gable, shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent to a height of 1.7m above internal floor level and maintained in perpetuity

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy (2012)

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.

Applications for off-site highways works condition discharge may only be submitted following securement of cash bond or surety provision of the total costs of the associated highways works as provided by the statutory approvals team. Evidence of this should be provided with the condition discharge documents. The process for permission to work on the highway can be found using the following link: https://www.manchester.gov.uk/directory_record/451887/permission_to_work_on_the_highways_-_section_278_agreements/category/355/highways_and_pavements

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. The applicant must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. The applicant should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions

Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to.

The applicant is reminded that, under the Wild Mammal (Protection) Act 1996 it is an offence to inflict unnecessary suffering to wild mammals. Planning consent does not provide a defence against prosecution under this act

Construction/demolition works shall be confined to the following hours:

- o Monday - Friday: 7.30am - 6pm
- o Saturday: 8.30am - 2pm
- o Sunday / Bank holidays: No work

A UXO Safety Briefing to all personnel conducting ground works should be undertaken.

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.

Appendix A

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 COVENANTS

The Owner hereby covenants with the Council as follows

- 1 To provide prior notification to the Council in writing at least 14 (fourteen) Working Days in advance of the Anticipated Date of Commencement of Development
- 2 To notify the Council in writing within 5 (five) Working Days of Commencement of Development
- 3 To pay the Affordable Housing Contribution on or prior to first Occupation of the Student Accommodation Units
- 4 Not to allow first Occupation of the Student Accommodation Units until the Affordable Housing Contribution has been paid to the Council
- 5 Not to allow first Occupation of the Market Student Accommodation Units until the Discounted Student Accommodation Units have been Completed and made ready for Occupation
- 6 To carry out and manage the Development in accordance with the Discounted Student Accommodation Statement

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 Affordable Housing Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose

SCHEDULE 5

THE DISCOUNTED STUDENT ACCOMMODATION STATEMENT

- 1 This statement has been prepared in support of the development of Renshaw House, Hyde Grove, Chorlton-cum-Medlock (M13 9LQ) shown for the purposes of identification only edged red on the Plan, and addresses the provision of Discounted Student Accommodation
- 2 This statement may be amended by the Owner from time to time provided that such amendments are first approved by the Council in writing acting reasonably and such approval not to be unreasonably withheld or delayed
- 3 This statement includes details of
 - a the provisions governing the tenure and location of the Discounted Student Accommodation Units, which shall consist of 5 (five) of the total number of Student Accommodation Units constructed on the Site,
 - b the arrangements for the management of the Discounted Student Accommodation Units,
 - c 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 Units, and
 - d the occupancy criteria to be used for determining the identity of occupiers of the Discounted Student Accommodation Units and the means by which such occupancy criteria shall be enforced
- 4 The following information is provided in respect of each of the criteria
 - i The scheme comprises of the following tenure and unit mix,

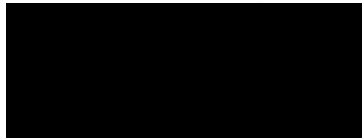
Tenure	Units
Discounted Student Accommodation Units	5

- ii The Owner shall notify the Council at the beginning of each academic year of the location of the Discounted Student Accommodation Units within the Development and each such Discounted Student Accommodation Unit shall not be used other than for Discounted Student Accommodation
- iii 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 equivalent Market Student Accommodation Units and the rent shall include all utility bills and use of the on-site gymnasium and amenity spaces
- iv Subject to Clause 9.2 of this Agreement, the Owner will be responsible to the Council under this Agreement for the management, control, future lettings and maintenance of the Discounted Student Accommodation Units. Nothing in this paragraph iv prevents or restricts the Owner from entering into operational management and maintenance arrangements with a third party (which might include a higher education institution) or entering into nomination arrangements with a higher education institution
- v Rent levels for the Discounted Student Accommodation Units will be set at a level of no more than 80% (eighty per cent) of rent level of the equivalent Market Student Accommodation Units

- vi The Owner shall use Best Endeavours to make the Discounted Student Accommodation Units available to Eligible Students and shall secure this each year as follows
- a The Owner shall work with one or more Manchester Higher Education Institution to make the Discounted Student Accommodation Units available to Eligible Students in receipt of the full amount of the Maintenance Loan
 - b In the event the Owner is unable to allocate any number of the Discounted Student Accommodation Units to Eligible Students in receipt of the full amount of the Maintenance Loan, the Owner shall notify and provide written evidence to the Council of the steps taken to allocate those Discounted Student Accommodation Units to Eligible Students in receipt of the full amount of the Maintenance Loan
 - c If pursuant to paragraph 4 (vi)(b) the Owner has demonstrated to the reasonable satisfaction of the Council (such satisfaction to be confirmed in writing and not to be unreasonably withheld or delayed) that it is unable to allocate any number of the Discounted Student Accommodation Units to Eligible Students in receipt of the full amount of the Maintenance Loan, the Owner shall work with one or more Manchester Higher Education Institution to make the unallocated Discounted Student Accommodation Units available to students in receipt of any amount of the means tested element of the Maintenance Loan
 - d In the event that the Owner is unable to allocate any number of the Discounted Student Accommodation Units to students under the provisions of paragraph vi(a) and (vi)(c) any unallocated Discounted Student Accommodation Units may be made available to any students whether or not in receipt of the Maintenance Loan
- vii 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 parties acting reasonably which shall set out
- a the approach to letting the Discounted 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
- viii The Council and the Owner acknowledge and declare that the Owner may manage its Student Accommodation Units in a way that Market Student Accommodation Units may switch to Discounted Student Accommodation Units and vice versa as vacancies and nominations require PROVIDED THAT the minimum number of Discounted Student Accommodation Units set out at paragraph 4(i) of this Schedule 5 is maintained at all times

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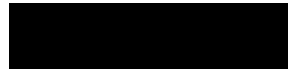
THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:



AUTHORISED SIGNATORY

EXECUTED as a DEED (but not delivered))
until the date hereof) by QUINN PROPERTY)
DEVELOPERS LIMITED)

Acting by a director in the presence of:)



Director

Signature of witness: 
Name of witness (print): CHRIS ALEXIS
Address: 5 THE MILL POND
GIBBS CLOSE
GREENFIELD OL3 7PB
Occupation: SOFTWARE TEST CONSULTANT