

DATED 14<sup>th</sup> MARCH 2025

**THE COUNCIL OF THE CITY OF MANCHESTER**

– and –

**DEALBATCH LIMITED**

– and –

**BELLWAY HOMES LIMITED**

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**AGREEMENT**

pursuant to section 106 of the Town and  
Country Planning Act 1990 (as amended)  
relating to Land To The South Side of Pitsford Road, Miles Platting

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City Solicitor  
P O Box 532  
Town Hall  
Albert Square  
Manchester M60 2LA  
L/GLW/PLA001/84118

THIS AGREEMENT is made the 14 day of MARCH 2025

**BETWEEN:**

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
- (2) **DEALBATCH LIMITED** (incorporated in England and Wales with company number 02065653) whose registered office is at Pera Business Park M03 Tower Building, Nottingham Road, Melton Mowbray, England, LE13 0PB (the "**Owner**"), and
- (3) **BELLWAY HOMES LIMITED** (incorporated and registered in England and Wales with company number 00670176) whose registered address is at Woolsington House, Woolsington, Newcastle upon Tyne NE13 8BF (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 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 the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM571266 with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Developer has a beneficial interest in the site pursuant to a contract for purchase dated 14 March 2024.
- D The Application was submitted by the Developer 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.
- 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 Owners entering into this Agreement without which planning permission would not be granted.
- F 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.
- G The Council has determined that the Development in order to comply with the Core Strategy will require the provision of Affordable Housing in accordance with the provisions of the Fifth Schedule of this Agreement. The Owner has agreed to provide the Affordable Housing and to enter into the planning obligations contained herein.

- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. 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
- I The Owner<sup>1</sup> 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**

### **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,

**“Affordable Housing”** affordable housing as defined in the National Planning Policy Framework (NPPF) December 2024 (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

**“Agreement”** shall mean this agreement,

**“Application”** the application to which the Council gave the reference 140311/FO/2024 for planning permission for the erection of a residential development (Use Class C3a) with associated landscaping, boundary treatment, infrastructure and ancillary works,

**“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 / 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,

**“Chargee”** a 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 (each a “Receiver”) of the whole or any part of the Affordable Housing Units,

**“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 the agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site,

**“Completion of Construction”** the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and **“Completed”** and **“Completion”** shall be construed accordingly,

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

**“Core Strategy”** means the Manchester Core Strategy (adopted 11<sup>th</sup> 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 pursuant to the Planning Permission as specified in the Application and **“Developed”** shall be construed accordingly,

**“Dwelling”** a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly,

**“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,

**“Index Linked”** adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index,

**“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,

**“Management Fee”** shall mean 15% of the planning application fee which equates to £5,689 20 (five thousand six hundred and eighty nine pounds and twenty pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

**“Material Operation”** means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and **“Material Operations”** shall be construed accordingly,

**“NPPF”** the National Planning Policy Framework issued in December 2024 (as may be updated or replaced with an equivalent policy from time to time) 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 Dwellings 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 the Agreement at Appendix 1,

**“Planning Obligations”** shall mean the obligations of the Owner specified in the Schedules,

**“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”** the issue of a certificate of practical completion by the Owner’s Architect or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof,

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

**“Retail Price Index”** twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor;

**“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,

**“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 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 Owners 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, 18 and 19 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 (or if it expires prior to the Commencement of Development) 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 covenant 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, Schedule 5 and Schedule 6 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

#### **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 agrees 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 or chartered surveyor (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 their 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 that part of the Site in respect of which such breach occurred 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 This Agreement shall not be enforceable against

9 3 1 any statutory undertaker holding an estate or interest in the Site or part of the Site for the purpose of their statutory undertaking nor against plant equipment conduits or structures located there for its operational purposes,

9 3 2 anyone whose only interest in the Site is in the nature of the benefit of an easement or covenant, nor

9 3 3 owners or owner-occupiers or tenants of any individual Dwelling nor against those deriving title from any of them (save only in respect of the Fifth Schedule which shall always apply to the Discounted Market Sales Housing Units)

## **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

## **11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY**

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 Owners 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 in the register of local land charges

11.3 The costs of registration and cancellation pursuant to clauses 11.2 above shall be met by the Owners 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 City Solicitor at the Council's address first above written,

14.1.2 to the Owner at their last known addresses,

14.1.3 to the Developer at their last known addresses

## **15 FEES**

15.1 The Developer 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 Developer 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 Developer shall 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 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 and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

## **18 JURISDICTION**

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

## 19 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

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

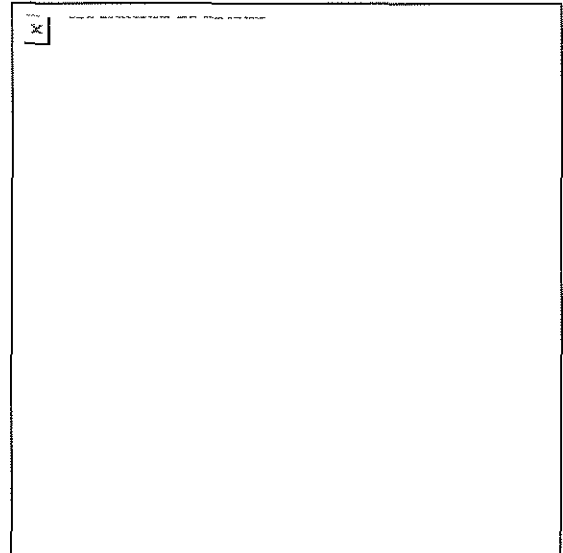
## **SCHEDULE 1**

### **The Site**

Land To The South of Pitsford Road, Miles Platting and shown for the purposes of identification only  
edged red on the Plan

**SCHEDULE 2**

**Draft Planning Permission**



## **Town & Country Planning Act 1990 (as amended)**

### **Planning Permission**

#### **Applicant**

Mr Jon Penrose  
Bellway Homes Ltd (Manchester) &  
Dealbatch Ltd  
C/o Agent

#### **Agent (if used)**

Miss Louisa Fielden  
AshtonHale  
Suite 3 Level 3 Astley Building  
ABC Buildings  
21-23 Quay Street  
Manchester  
M3 4AE

### **Part 1 – Particulars of the application/development**

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**Proposal:** Erection of a residential development (Use Class C3a) with associated landscaping, boundary treatment, infrastructure and ancillary works.

**Location:** Land Off Pitsford Road, Manchester

**Date of application:** 24 June 2024

**Application number:** 140311/FO/2024

### **Part 2 – Particulars of decision**

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

### **Article 35 Declaration**

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Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. Pre application advice has been sought in respect of this matter where early discussions took place regarding the siting/layout, scale, design and appearance of the development along with other matters. Further discussions have taken place during

the course of the application. The proposal is considered to be acceptable and therefore determined within a timely manner.

### **Condition(s) attached to this decision**

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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:

#### **Drawings**

24056 (FE) 100, 24056 (FE) 110, 24056 (FE) 120, 24056 (FE) 130, 24056 (FE) 140, 24056 (FE) 150, 24056 (FE) 160 and 24056 (PL) 400 received by the City Council, as Local Planning Authority, on the 27 September 2024

BHM282-BT01 REV J, BHM282-EV01 REV E and BHM282-HS01 REV E received by the City Council, as Local Planning Authority, on the 24 October 2025

BHM282-BT01 REV K, received by the City Council, as Local Planning Authority, on the 15 January 2025

BRICK WINDOW REVEAL DETAILS received by the City Council, as Local Planning Authority, on the 20 February 2025

#### **Supporting information**

Aerial Tree Assessment prepared by Rachel Hacking Ecology, Air Quality prepared by Redmore Environmental, Arboricultural Impact Assessment prepared by Ascerta, Broadband Connectivity Assessment prepared by GTech Surveys Limited, Crime Impact Statement, Construction and Environmental Management Plan prepared by Bellway, Design and Access Statement prepared by Astle Planning & Design Ltd, Drainage and Levels Strategy prepared by Lees Roxborough, Ecology Appraisal prepared by Rachel Hacking Ecology, Geoenvironmental Site Assessment prepared by E3P, Historic Environment Desk-Based Assessment prepared by Heritage Archaeology, Invasive Species Report prepared by Nightingale Environmental Ltd, Local Labour Agreement prepared by AshtonHale, Noise Impact Assessment prepared by Red Acoustics, Planning Statement (inc. Statement of Community Involvement) prepared by AshtonHale, Sustainability Statement prepared by JSP Sustainability Ltd, Transport Statement prepared by Eddisons and Television and Radio Reception Impact Assessment prepared by GTech Surveys Limited received by the City Council, as Local Planning Authority, on the 24 June 2024.

Biodiversity Net Gain Assessment and the Statutory Biodiversity Metric Calculation Tool prepared by Rachel Hacking Ecology received by the City Council, as Local Planning Authority, on the 30 October 2024

Preliminary Drainage and Levels layout (6710-01-01 REV J) received by the City Council, as Local Planning Authority, on the 24 October 2024

Remediation and Enabling Works Strategy (17-302-R3-1) prepared by ESP received by the City Council, as Local Planning Authority, on the 24 October 2024

Waste management layout (BHM282-WM01 REV E) received by the City Council, as Local Planning Authority, on the 24 October 2024

Ecological addendum and BNG technical note received by the City Council, as Local Planning Authority, on the 7 October 2024

Phase 1 Geoenvironmental site assessment received by the City Council, as Local Planning Authority, on the 25 September 2024

Noise addendum technical note received by the City Council, as Local Planning Authority, on the 19 September 2024

Flood Risk Assessment (Rev 3) prepared by Townsend Water Engineering Ltd and response letter to LLFA received by the City Council, as Local Planning Authority, on the 16 August 2024

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

3) No works or vegetation clearance shall take place during the optimum period for bird nesting (March - September inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority. Any method statement shall then be implemented for the duration of the demolition works

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

4) If more than 18 months elapse prior to the commencement of the development from the date of most recent habitat survey (currently August 2024), an updated ecological assessment should be undertaken prior to the commencement of the development.

The updated report shall be submitted for approval in writing by the City Council, as Local Planning Authority and any measures and mitigation outlined, shall be implemented in line with a timescale agreed in writing with the City Council, as Local Planning Authority.

Reason - In the interest of having an up to date habitat survey for the site and mitigation strategy pursuant to policy EN15 of the Manchester Core Strategy (2012)

5) Prior to the commencement of the development, an invasive non-native species management and monitoring plan, detailing all the all species identified at the site and the precautionary working measures and waste disposal methods to be undertaken during the construction period, shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved details shall be implemented as part of the development.

Reason - In the interest of ensuring that appropriate measures to manage non-native species are in place pursuant to policy EN15 of the Manchester Core Strategy (2012)

6) Prior to the commencement of the development, an updated badger survey shall be submitted for approval in writing by the City Council, as Local Planning Authority

Any measures and mitigation outlined, shall be implemented in line with a timescale agreed in writing with the City Council, as Local Planning Authority.

Reason - In the interest of having an up to date badger survey for the site and mitigation strategy pursuant to policy EN15 of the Manchester Core Strategy (2012).

7) Prior to the commencement of the development, a bat mitigation strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority This shall include.

- Methods for undertaking the pre-felling inspection by a suitably licensed ecologist for any trees remaining with bat roost suitability (PRF-I / PRF-M). The results of the inspection should be submitted and approved in writing by the City Council, as Local Planning Authority, prior to the removal of the trees.
- Details of the precautionary working measures, including use of machinery to reduce noise and vibration, to be undertaken during the construction period to ensure no disturbance impacts to bats.
- A suitable lighting design that considers the effects of lighting on foraging/commuting bats in addition to biodiversity features in general

The approved strategy shall be implemented as part of the development and any measures agreed shall be implemented during construction works and before the development is first occupied.

Reason - In the interest of having an appropriate bat mitigation strategy in place pursuant to policy EN15 of the Manchester Core Strategy (2012)

8) Prior to the commencement of the development, a Construction Environmental Plan (CEMP) shall be submitted for approval in writing by the City Council, as Local Planning Authority This should include appropriate measures to ensure the safety and maintained access through the site for any such wildlife, as well as appropriate methods for the closure of the fox dens outside of the breeding season (March - September inclusive) if cubs are found to be present.

The CEMP details should be implemented as part of the development.

Reason - In the interest of having an appropriate CEMP in place pursuant to policy EN15 of the Manchester Core Strategy (2012).

9) a) The development shall not commence until 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 approved document shall be implemented as part of the construction of the development.

In this condition a Local Benefit 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 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).

10) (a) 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 This shall include

- 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
- Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.
- Development must be limited to greenfield runoff on Greenfield sites up to a 1 in 100-year
- event, including climate change allowance.
- A finalised drainage layout showing all components, outfalls, levels and connectivity
- An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
- Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.
- A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements).
- Construction details of flow control and SuDS elements.
- A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753).

(b) The development shall be constructed and completed in accordance with the approved details prior to the first occupation of the development.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012)

11) Notwithstanding the Phase I Geoenvironmental Site Assessment, Ref 16-148-R1-1, Date: October 2022, Supplementary Phase II Geoenvironmental Site Assessment, Ref: 17-302-R2-1, Date: May 2024, Remediation and Enabling Works Strategy, Ref 17-302-R3-1, Date: May 2024, Before the development hereby approved commences, the following information shall be submitted for approval in writing by the City Council, as Local Planning Authority.

- Details of the clean cover system depths (including any tree/shrub pits) and imported materials testing criteria

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 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.

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out, before the 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.

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.

12) Prior to the first occupation of the development, a Completion/Verification Report, outlining that the development was carried out in accordance with the details approved under condition 11, shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the development.

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.

13) Prior to the commencement of the development, a detailed construction management plan outlining working practices during construction shall be submitted to and approved in writing by the City Council, as Local Planning Authority. This should include,

- o Display of an emergency contact number;
- o Details of Wheel Washing,
- o Dust suppression measures,
- o Compound locations where relevant;
- o Consultation with local residents;

- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis,
- 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, EN16, EN19 and DM1 of the Manchester Core Strategy (July 2012).

14) The development shall not commence (except site remediation and enabling works) until samples and specifications of all material to be used on all external elevations of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The specification shall include the agreement of a materials panel which shall include samples and specifications of all materials to be used on all external elevations of the development along with window reveals, jointing and fixing details, details of the drips to be used to prevent staining, ventilation/louvre details, air bricks and a strategy for quality control management.

The approved materials used shall then be implemented as part 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, as specified in policies SP1 and DM1 of the Core Strategy.

15) The window reveals and soffits for the development shall be carried out in accordance with drawing 'brick window reveal details' received by the City Council, as Local Planning Authority, on the 20 February 2025. The window reveals and detailing will be as follows:

- Minimum window reveal 200 mm;
- Brickwork to Soffits of all windows.

Reason - In the interest of preserving the architectural detailing on the scheme pursuant to policies EN1 and DM1 of the Manchester Core Strategy (2012)

16) The boundary treatment shall be carried out in accordance with drawing BHM282-BT01 REV K, received by the City Council, as Local Planning Authority, on the 15 January 2025

The approved details shall be implemented as part of the development and be in place prior to the first occupation of the development.

The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted

Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans

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

17) The development hereby approved shall be carried out in accordance with the Sustainability Statement received by the City Council, as Local Planning Authority, on the 24 June 2024.

A post construction review certificate/statement shall be submitted for approval in writing by the City Council, as Local Planning Authority, within a 3 months of first occupation of the development hereby approved.

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.

18) Prior to the first occupation of the development, details of the implementation, maintenance and management of the sustainable drainage scheme shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt this shall include:

- Verification reporting providing photographic evidence of construction;
- Management and maintenance plan for the lifetime of the development which shall include the arrangements adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.
- Timescale for implementation

The implementation of the management and maintenance plan shall be implemented in accordance with the timescales agreed and retained for as long as the development remains in use.

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 policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

19) (a) Notwithstanding drawing 4577 101 REV F received by the City Council, as Local Planning Authority, on the 30 October 2024, prior to any above ground works, details of the landscaping scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented as part of the development.

The approved scheme shall be implemented prior to the first 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 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 Core Strategy

20) (a) Notwithstanding the Noise Addendum Technical note received by the City Council, as Local Planning Authority, on the 19 September 2024, prior to the any above ground works, a scheme for acoustically insulating the proposed residential accommodation against noise from Queens Road and the adjacent railway line 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, including any local commercial/industrial premises such as the aggregate processing plant.

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 are first 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:

Bedrooms (night time - 23.00 - 07.00) 30 dB LAeq (individual noise events shall not exceed 45 dB L<sub>Amax,F</sub> by more than 15 times)  
Living Rooms (daytime - 07.00 - 23.00) 35 dB LAeq  
Gardens and terraces (daytime) 55 dB LAeq

(vibration) Due to the proximity of the development to the railway line, it shall be necessary for vibration criteria to apply which can be found in BS 6841: 2005 "Guide to evaluation of human exposure to vibration in buildings". Groundborne noise/re-radiated noise shall also be factored into the assessment and design

(b) Prior to the first use of the development, a verification report shall be submitted for approval in writing by the City Council, as Local Planning Authority, in order to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ

Reason: To secure a reduction in noise from traffic, trams or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

21) Prior to any above ground works, details of the waste management arrangements, including completion of the City Council waste management proforma, shall be submitted for approval in writing by the City Council, as Local Planning Authority.

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

Reason - To ensure adequate refuse arrangement are put in place for the development pursuant to policies EN19 and DM1 of the Manchester Core Strategy

22) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn. Full details of such a scheme shall be submitted for approval in writing by the City Council, as Local Planning Authority before the first occupation of the development hereby approved. The approved details shall be implemented in full prior to the first occupation of the development and shall remain in operation for so long as the development is occupied

Reason - In the interests of amenity, crime reduction and the personal safety of those using the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.

23) If any 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.

24) The development hereby approved shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 24 June 2024. The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured 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.

25) Prior to the first occupation of the development, the siting, scale and appearance of a suitable cycle and waste stores for each dwellinghouse shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented prior to the first occupation of the development and thereafter retained and maintained in situ.

Reason - To ensure there is sufficient cycles 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).

26) Prior to the first occupation of the development hereby approved, a scheme of highway works and details of footpaths reinstatement/public realm shall be submitted for approval in writing by the City Council, as Local Planning Authority.

This shall include the following:

- Creation of the vehicular access off Queens Road including junction protection measures together with resurfacing and re-kerbing of the footways and introduction of tactile paving together with appropriate sections and gradients;
- Creation of a 20 mph speed zone within the new estate road
- A minimum of 2 metre wide footways throughout the new estate road
- Repositioning of existing traffic calming measures.

The approved scheme shall be implemented and be in place prior to the first occupation of the development hereby approved and thereafter retained and maintained in situ for as long as the development remains in use.

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).

27) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). For the avoidance of doubt, this does not preclude two unrelated people or couples (or a couple and unrelated person) sharing a dwelling

Reason - In the interests of residential amenity, 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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 as amended by The Town and Country Planning (General Permitted Development) (Amendment) (England) Order 2010 (or any order revoking and re-enacting that Order with or without modification) the dwellings hereby approved shall be used only as private dwellings (which description shall not include 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) and for no other purpose (including any other purpose in Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of C3(a)

Reason - 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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

29) Prior to the first occupation of the development hereby approved, details of the number (a minimum of 20), siting and appearance bird and bat boxes at the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented and be in place prior to the first occupation of the development hereby approved and shall thereafter be retained and maintained in situ.

Reason - In the interest of providing habitats for birds to improve the ecological value of the application site pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012).

30) Prior to the first occupation of the development, details and specification of fast charging (7kw) electric car charging points for each dwellinghouse shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented and be in place prior to the first occupation of the development and thereafter retained and maintained in situ.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

31) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no garages, extensions, porches, roof alterations or outbuildings shall be erected other than those expressly authorised by this permission.

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Core Strategy for the City of Manchester.

32) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no windows shall be inserted into the elevations of the dwellinghouses hereby approved other than those shown on the approved drawings outlined in condition 3.

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Core Strategy for the City of Manchester.

33) 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 Core Strategy.

34) a) Prior to the first occupation of the development, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt, externally mounted 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 5 db (L<sub>aeq</sub>) below the typical background (L<sub>a90</sub>) level at the nearest noise sensitive location.

(b) Prior to the first occupation of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ.

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

35) The Framework Travel Plan received by the City Council, as Local Planning Authority, on the 24 June 2024 shall be implemented as part of the development.

In this condition a Travel Plan means a document which includes

- i) the measures proposed to be taken to reduce dependency on the private car by those living and visiting the development;
- ii) a commitment to surveying the travel patterns of residents during the first three months of the first use of the building 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; and
- v) 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 the development, a Travel Plan for the development which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval 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 for hotel guests and staff, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012). The Framework Travel Plan received by the City Council, as Local Planning Authority, on the 24 June 2024 shall be implemented as part of the development.

In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by those living and visiting the development,
- ii) a commitment to surveying the travel patterns of residents during the first three months of the first use of the building 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, and
- v) 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 the development, a Travel Plan for the development which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval 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 for hotel guests and staff, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).

36) Prior to any above ground works, the siting, size and appearance (including section) of the photovoltaic panels to the dwellinghouses shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented and brought into use prior to the first occupation of the dwellinghouses. The panels shall thereafter be retained and maintained in situ.

Reason In the interest of providing renewable energy at the site pursuant to policy EN6 of the Manchester Core Strategy (2012)

37) Prior to the commencement of the development (other than site clearance), full details of the existing and proposed levels at the application site (including cross sections) shall be submitted for approval in writing by the City Council, as Local Planning Authority. The development shall be carried out in accordance with these details.

Reason - In the interest ensure an accurate record of the changes to the site levels at the application site pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

38) Prior to the first occupation of the development, a landscape management plan for the maintenance and management of external amenity areas outside of the curtilage of the dwellinghouses shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development and thereafter retained for as long as the development remains in use.

Reason - In the interest of ensuring an appropriate management regime is in place to manage and maintain the externals areas pursuant to policy DM1 of the Manchester Core Strategy (2012).

39) Prior to any above ground works, details of the siting, scale and appearance of the sub station shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development.

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

40) Prior to the commencement of the development, a Habitat Plan for the off-site biodiversity enhancements shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The development shall be implemented and maintained in accordance with the agreed details and shall be retained thereafter.

Reason - In the interests of biodiversity net gain being achieved off 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).

## **Informatives**

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### **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](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.

### **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.

Any signage, wayfinding, banners or any other advertisements to be installed in and around the application site for the purpose of the promotion of the developments and routes to it may require consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

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

Regarding S278 agreements a deposit is required to begin an application, additional costs will be payable and are to be agreed with S278 team. A S278 is required for works to the adopted highway, minimum standard S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required and the design may require changes if any issues are raised with all costs attributable to the Developer. A 'Stage 1' Road Safety Audit should be completed during the planning stage and a copy of the report (with Designer's Response) is to be made available to the Statutory Approvals Team upon request

You should ensure that the proposal is discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the development due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.

The applicant is reminded that under the 2019 Regulations it is an offence to disturb, harm or kill bats. If a bat is found during demolition all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed

The applicant is reminded that, under the Wildlife and Countryside Act 1981 as amended it is an offence to remove, damage, or destroy the nest of a wild bird, while the nest is in use or being built. Planning consent does not provide a defence against prosecution under this act. If a bird's nest is suspected work should cease immediately and a suitably experienced ecologist employed to assess how best to safeguard the nest(s)

A culvert investigation has been completed, with no evidence of a culvert structure found. MCC records indicate the presence of an underground culverted watercourse (Newton Brook) on-site.

While our records are regularly updated to maintain the highest level of accuracy, they cannot guarantee complete accuracy for all culverted assets. Therefore, we would request that the applicant informs the onsite contractor to remain observant and to take the appropriate safety precautions during excavation works. If any major unknown drainage assets are found beneath the site, then further investigation works should take place to identify the asset and MCC Lead Local Flood Authority (LLFA) should be contacted immediately. Any alterations to an ordinary watercourse will require consent from MCC LLFA under Land Drainage Act 1991. The developer can apply for land drainage consent (if required) via the following link:

<https://manchester.civicapayforms.co.uk/Sales/LaunchInternet.aspx?saleform=drainage>

## **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](http://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](mailto:planning@manchester.gov.uk)) and the Planning Inspectorate ([inquiryappeals@planninginspectorate.gov.uk](mailto:inquiryappeals@planninginspectorate.gov.uk)) at least 10 days before submitting the appeal. Further details are on [GOV.UK](http://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



The Coal  
Authority

### INFORMATIVE NOTE

The proposed development lies within an area that has been defined by the Coal Authority as containing coal mining features at surface or shallow depth. These features may include: mine entries (shafts and adits); shallow coal workings; geological features (fissures and break lines); mine gas and former surface mining sites. Although such features are seldom readily visible, they can often be present and problems can occur, particularly as a result of new development taking place.

Any form of development over or within the influencing distance of a mine entry can be dangerous and raises significant land stability and public safety risks. As a general precautionary principle, the Coal Authority considers that the building over or within the influencing distance of a mine entry should be avoided. In exceptional circumstance where this is unavoidable, expert advice must be sought to ensure that a suitable engineering design which takes into account all the relevant safety and environmental risk factors, including mine gas and mine-water. Your attention is drawn to the Coal Authority Policy in relation to new development and mine entries available at: [www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries](http://www.gov.uk/government/publications/building-on-or-within-the-influencing-distance-of-mine-entries)

Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires a Coal Authority Permit. Such activities could include site investigation boreholes, excavations for foundations, piling activities, other ground works and any subsequent treatment of coal mine workings and coal mine entries for ground stability purposes. Failure to obtain a Coal Authority Permit for such activities is trespass, with the potential for court action.

If any coal mining features are unexpectedly encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848. Further information is available on the Coal Authority website at: [www.gov.uk/government/organisations/the-coal-authority](http://www.gov.uk/government/organisations/the-coal-authority)

*Informative Note valid from 1<sup>st</sup> January 2023 until 31<sup>st</sup> December 2024*

## 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:

*Standing Advice valid from 1<sup>st</sup> January 2023 until 31<sup>st</sup> December 2024*

DRAFT

### **SCHEDULE 3**

#### **THE OWNER'S COVENANTS TO THE COUNCIL**

The Owner hereby covenants with the Council as follows

##### **Part 1 – General Covenants**

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development
- 2 To pay the Management Fee prior to completion of this Agreement

## **SCHEDULE 4**

### **THE COUNCIL'S COVENANTS**

The Council hereby covenants with the Owner as follows

- 1 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 2 To issue the Planning Permission within two (2) Working Days of the date hereof
- 3 Within 56 days from the date on which the Council receives a Habitat Management and Monitoring Plan, the Council shall notify the Owner in writing whether the Council approves the Habitat Management and Monitoring Plan (such approval not to be unreasonably withheld or delayed) At the same time, the Council shall give reasons if it does not approve that Habitat Management and Monitoring Plan
- 4 The Council shall not use the Biodiversity Monitoring Fee for anything other than the evaluation, monitoring, measuring of, overseeing and compliance with the Habitat Management and Monitoring Plan and the Monitoring Reports
- 5 In the event that the Biodiversity Monitoring Fee has not been spent or committed for expenditure by the Council within 35 years from the Habitat Creation and Enhancement Works Completion Date, the Council shall refund to the Owner any part of the Biodiversity Monitoring Fee which has not been spent or committed for expenditure, together with any accrued interest PROVIDED THAT no refund shall be due if the monies have been transferred to a third party
- 6 Following receipt by the Council of a Monitoring Report, if the Council (acting reasonably) considers that the Owner is not complying with the Habitat Management and Monitoring Plan, the Council shall notify the Owner, giving reasons, within 30 Working Days from receipt by the Council of that Monitoring Report
- 7 If, at any time, the Council (acting reasonably) considers that the Owner is in breach of the Habitat Management and Monitoring Plan the Council shall give written notice to the Owner, giving reasons

## SCHEDULE 5

### DISCOUNTED MARKET SALES HOUSING DEFINITIONS AND COVENANTS

The following words and expressions below shall mean as follows –

|                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>"Additional Discounted Market Sales Housing Contribution"</p> | <p>means in circumstances where a sale of a Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit has taken place in accordance with paragraph 6 6, 6 7 or 8 of this Schedule, the lower of the following two amounts</p> <p>(a) 20% of the proceeds of sale, and</p> <p>(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant Discounted Market Sales Housing Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the Discounted Market Sales Housing Unit Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discounted Market Sales Housing Unit Owner in connection with the sale of the Discounted Market Sales Housing Unit</p> <p><i>and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discounted Market Sales Housing Unit Owner as a result of the disposal of the Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit</i></p> |
| <p>"Affordable Dwelling"</p>                                     | <p>means a Dwelling to be provided as Affordable Housing in accordance with this Schedule and for the avoidance of doubt this shall include the Discounted Market Sales Housing Units</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>"Affordable Housing Plan"</p>                                 | <p>means the plan attached at Appendix 2 titled Affordable Housing Plan, which shows the location and size of the Discounted Market Sales Housing Units</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

|                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Armed Services Member"                      | means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the Discounted Market Sales Housing Unit, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service                                                                                                                                                                                                                                                                                              |
| "Cluster"                                    | shall mean a group of Affordable Dwellings which does not have <i>contiguous boundaries with another group of Affordable Dwellings</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| "Compliance Certificate"                     | means the certificate issued by the Council confirming that a Dwelling is being disposed of as a Discounted Market Sales Housing Unit to a purchaser meeting the Eligibility Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Discounted Market Price"                    | means a sum which is the Market Value discounted by at least 20%                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Discounted Market Sales Housing"            | means housing that is Affordable Housing which may be disposed of as a freehold at (in the case of flats only) as a leasehold property at the Discounted Market Price                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| "Discounted Market Sales Housing Unit"       | means a Dwelling that is also Discounted Market Sales Housing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| "Discounted Market Sales Housing Unit Owner" | <p>means the person or persons having the freehold or leasehold interest (as applicable) in a Discounted Market Sales Housing Unit other than</p> <ul style="list-style-type: none"> <li>(a) the Owner, or</li> <li>(b) another developer or other entity to which the freehold interest or leasehold interest in a Discounted Market Sales Housing Unit or in the land on which a Discounted Market Sales Housing Unit is to be provided has been transferred before that Discounted Market Sales Housing Unit is made available and is disposed of for occupation as a Discounted Market Sales Housing Unit, or</li> </ul> <p>the freehold a tenant or sub-tenant of a permitted letting under paragraph 7</p> |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>"Disposal"</p>             | <p>means for the purpose of this Schedule 5 a transfer of the freehold in a Discounted Market Sales Housing Unit other than</p> <ul style="list-style-type: none"> <li>(a) a letting or sub-letting in accordance with paragraph 7</li> <li>(b) a transfer of the freehold interest in a Discounted Market Sales Housing Unit or land on which a Discounted Market Sales Housing Unit is to be provided before that Discounted Market Sales Housing Unit is made available for occupation except where the transfer is to a Discounted Market Sales Housing Unit Owner</li> <li>(c) an Exempt Disposal</li> </ul> <p>and "Disposed" and "Disposing" shall be construed accordingly</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p>"Eligibility Criteria"</p> | <p>means criteria (if any) published by the Council at the date of the relevant disposal of a Discounted Market Sales Housing Unit which are met in respect of a disposal of a Discounted Market Sales Housing Unit if</p> <ul style="list-style-type: none"> <li>(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (if any), and</li> <li>(b) any or all of criteria (i) (ii) and (iii) below are met <ul style="list-style-type: none"> <li>(i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria), and/or</li> <li>(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or</li> <li>(iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker</li> </ul> </li> </ul> <p>it being acknowledged that at the date of this Agreement the Council has not prescribed any Eligibility Criteria in respect of the disposal of a Discounted Market Sales Housing Unit</p> |

|                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|--------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>"Exempt Disposal"</p> | <p>means the Disposal of a Discounted Market Sales Housing Unit in one of the following circumstances</p> <ul style="list-style-type: none"> <li>(a) a Disposal to a spouse or civil partner upon the death of the Discounted Market Sales Housing Unit Owner</li> <li>(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the Discounted Market Sales Housing Unit Owner</li> <li>(c) Disposal to a former spouse or former civil partner of a Discounted Market Sales Housing Unit Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order</li> <li>(d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale)</li> </ul> <p>Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7</p> |
| <p>"Income Cap"</p>      | <p>means a local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the Discounted Market Sales Housing Unit it being acknowledged that at the date of this agreement the Council has not set an Income Cap</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>"Key Worker"</p>      | <p>means such categories of employment as may be designated and published by the Council from time to time as the "Discounted Market Sales Housing Key Worker criteria" and is in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Local Connection Criteria" | means such local connection criteria as may be designated and published by the Council from time to time as its "Discounted Market Sales Housing Local Connection Criteria" and which is in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria |
| "Market Dwelling"           | means any Dwelling which is not a Discounted Market Sales Housing Unit and "Market Dwellings" shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Market Value"              | means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the Discounted Market Sales Housing Unit Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 20% discount in the valuation                                                                                                                                                                                                                                                                                                      |
| "Mortgagee"                 | means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a Discounted Market Sales Housing Unit including all such regulated entities which provide Shan'ah compliant finance for the purpose of acquiring a Discounted Market Sales Housing Unit                                                                                                                                                                                                                                                                            |
| "Practical Completion"      | means for the purpose of this Schedule 5 the stage reached when the construction of a Discounted Market Sales Housing Unit is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied                                                                                                                                                                                                                                                                                                                                                                                                                       |

|          |                                                                                                                                                                                                        |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "SDLT"   | means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect                                                                                                    |
| "Valuer" | means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the a Discounted Market Sales Housing Unit Owner and acting in an independent capacity |

## 1. OBLIGATIONS

1 Unless otherwise agreed in writing by the Council, the Owner for and on behalf of themselves and their successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

1 1 paragraphs 2, 3, 4 and 5 shall not apply to a Discounted Market Sales Housing Unit Owner,

1 2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a Discounted Market Sales Housing Unit is owned by a Discounted Market Sales Housing Unit Owner they shall apply to that Discounted Market Sales Housing Unit Owner only in respect of the Discounted Market Sales Housing Unit owned by that Discounted Market Sales Housing Unit Owner, and

1 3 paragraph 8 applies as set out therein

## 2. QUANTUM OF DISCOUNTED MARKET SALES HOUSING

2 1 20% (twenty per cent) of the Dwellings on the Site (rounded up or down to the nearest whole Dwelling) shall be identified reserved and set aside as Discounted Market Sales Housing Unit in accordance with the Affordable Housing Plan and shall be provided and retained as Discounted Market Sales Housing in perpetuity subject to the terms of this Schedule

## 3 CLUSTERING

3 1 The Discounted Market Sales Housing Units shall not be visually distinguishable from the Market Dwellings based upon their external appearance

3 2 The internal specification of the Discounted Market Sales Housing Unit shall not by reason of their being Discounted Market Sales Housing Unit be inferior to the internal specification of the equivalent Market Dwellings

4        **SIZE AND LOCATION**

- 4 1 The size and location of the Discounted Market Sales Housing Units provided within the Site shall be in accordance with the size and location approved in the Affordable Housing Plan

5        **DEVELOPMENT STANDARD**

- 5 1 All Discounted Market Sales Housing Units shall be constructed to no less than the standard applied to the Market Dwellings

6        **DELIVERY MECHANISM**

- 6 1 The Discounted Market Sales Housing Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as Discounted Market Sales Housing to a person or person(s) meeting the Eligibility Criteria

- 6 2 No Discounted Market Sales Housing Units shall be Disposed of (whether on a first or any subsequent sale) unless and until

- 6 2 1 The Council has been provided with evidence that

- 6 2 1 1        the intended purchaser meets the Eligibility Criteria

- 6 2 1 2        the Dwelling is being Disposed of as a Discounted Market Sales Housing Unit at the Discounted Market Price and

- 6 2 1 3        the transfer of the Discounted Market Sales Housing Units includes

- 6 2 1 3 1        a definition of the "Council" which shall be

*"The Council of the City of Manchester"*

- 6 2 1 3 2        a definition of " Discounted Market Sales Housing Provisions" in the following terms

"means the provisions set out in paragraphs 6 1 to 6 7 of Schedule 5 of the S106 Agreement a copy of which is attached hereto as the Annexure "

6 2 1 3 3 a definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated *[insert date]* made between (1) THE COUNCIL and (2) DEALBATCH LIMITED

6 2 1 3 4 a provision that the Property is sold subject to and with the benefit of the Discounted Market Sales Housing Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the Discounted Market Sales Housing Provisions

6 2 1 3 5 a copy of the Discounted Market Sales Housing Provisions in an Annexure

6 2 2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 6 2 1 have been met

6 3 On the first Disposal of each and every Discounted Market Sales Housing Unit to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that Discounted Market Sales Housing Unit of the following restriction

*"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the City of Manchester of Town Hall, Albert Square, Manchester, M60 2LA or their conveyancer that the provisions of clause [clause] (the Discounted Market Sales Housing Provisions) of the Transfer dated [date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"*

6 4 The owner of a Discounted Market Sales Housing Unit (which for the purposes of this paragraph shall include the Owner and any Discounted Market Sales Housing Unit Owner) may apply to the Council to Dispose of it other than as a Discounted Market Sales Housing Unit on the grounds that either

6 4 1 the Dwelling has been actively marketed as a Discounted Market Sales Housing Unit for six (6) months in accordance with paragraph 6 1 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a Discounted Market Sales Housing Unit but it

has not been possible to Dispose of that Dwelling as a Discounted Market Sales Housing Unit in accordance with paragraph 6 2 1, or

6 4 2 requiring the Discounted Market Sales Housing Unit Owner to undertake active marketing for the period specified in paragraph 6 4 1 before being able to Dispose of the Dwelling other than as a Discounted Market Sales Housing Unit would be likely to cause the Discounted Market Sales Housing Unit Owner undue hardship

6 5 Upon receipt of an application served in accordance with paragraph 6 4 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discounted Market Price

6 6 If the Council is satisfied that either of the grounds in paragraph 6 4 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6 4 that the relevant Dwelling may be Disposed of

6 6 1 to the Council at the Discounted Market Price, or

6 6 2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a Discounted Market Sales Housing Unit

and on the issue of that written confirmation the obligations in this Agreement which apply to Discounted Market Sales Housing shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6 8 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as Discounted Market Sales Housing

6 7 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.4 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6 4 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as Discounted Market Sales Housing and the timescale (which shall be no longer than six (6) months) If at the end of that period the owner has been unable to Dispose of the Dwelling as Discounted Market Sales Housing they may serve notice on the Council in accordance with paragraph 6 4 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a Discounted Market Sales Housing Unit

6 8 Where a Dwelling is Disposed of other than as Discounted Market Sales Housing or to the Council at the Discounted Market Price in accordance with paragraphs 6 6 or 6 7 above the owner of the Discounted Market Sales Housing Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional Discounted Market Sales Housing Contribution

6 9 Upon receipt of the Additional Discounted Market Sales Housing Contribution the Council shall

- 6 9 1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6 3 where such restriction has previously been registered against the relevant title
- 6 9 2 apply all monies received towards the provision of Affordable Housing in the Administrative Boundaries of Manchester
- 6 10 Any person who purchases a Discounted Market Sales Housing Unit free of the restrictions in this Schedule 5 pursuant to the provisions in paragraphs 6 7 and 6 8 shall not be liable to pay the Additional Discounted Market Sales Housing Contribution to the Council

## **7. USE**

Each Discounted Market Sales Housing Unit shall be used only as the main residence of the Discounted Market Sales Housing Unit Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7 1 — 7 4 below

- 7 1 A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for a fixed term of no more than two (2) years, provided that the Discounted Market Sales Housing Unit Owner notifies the Council in writing before the Discounted Market Sales Housing Unit is Occupied by the prospective tenant or subtenant A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit pursuant to this paragraph more than once during that Discounted Market Sales Housing Unit Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a Discounted Market Sales Housing Unit Owner's period of ownership may not exceed two (2) years
- 7 2 A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for any period provided that the Discounted Market Sales Housing Unit Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances in paragraphs 7 2 1 — 7 2 6 below
- 7 2 1 the Discounted Market Sales Housing Unit Owner is required to live in accommodation other than their Discounted Market Sales Housing Unit for the duration of the letting or sub-letting for the purposes of employment,
- 7 2 2 the Discounted Market Sales Housing Unit Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting,
- 7 2 3 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm,

7 2 4 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown,

7 2 5 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy, and

7 2 6 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person

7 3 A letting or sub-letting permitted pursuant to paragraph 7 1 or 7 2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discounted Market Sales Housing Unit on terms which expressly prohibit any further sub-letting

7 4 Nothing in this paragraph 7 prevents a Discounted Market Sales Housing Unit Owner from renting a room within their Discounted Market Sales Housing Unit or from renting their Discounted Market Sales Housing Unit as temporary sleeping accommodation provided that the Discounted Market Sales Housing Unit remains at all times the Discounted Market Sales Housing Unit Owner's main residence

## **8 MORTGAGEE EXCLUSION**

The obligations in paragraphs 1-7 of this Agreement in relation to the Discounted Market Sales Housing shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual the Discounted Market Sales Housing Unit or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT

8 1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant Discounted Market Sales Housing Unit, and

8 2 once notice of intention to Dispose of the relevant Discounted Market Sales Housing Unit has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that Discounted Market Sales Housing Unit at its full Market Value and subject only to paragraph 8 3,

8 3 following the Disposal of the relevant Discounted Market Sales Housing Unit the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional Discounted Market Sales Housing Contribution

8.4 following receipt of notification of the Disposal of the relevant Discounted Market Sales Housing Unit the Council shall

8.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.3, and

8.4.2 apply all such monies received towards the provision of Affordable Housing within the Administrative Boundaries of Manchester

## SCHEDULE 6

### BIODIVERSITY NET GAIN

The following words and expressions below shall mean as follows –

|                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Biodiversity Approved Assessment"        | the document dated 17 January 2024 (and subject to revisions) entitled "Biodiversity Impact Assessment" establishing that the Development will achieve the Biodiversity Approved Assessment Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "Biodiversity Approved Assessment Amount" | the creation of 5 16 habitat units                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| "Biodiversity Monitoring Fee"             | the sum of £5,560 00 (five thousand five hundred and sixty pounds) (Index Linked) to be paid by the Owner to the Council as a contribution towards the Council's costs including its ecological adviser of monitoring compliance with the Habitat Management and Monitoring Plan and the assessment of the Monitoring Reports and any Remedial Steps                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| "Biodiversity Net Gain"                   | the biodiversity net gain to be provided on the Site which shall be no less than the Biodiversity Approved Assessment Amount                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| "Biodiversity Unit"                       | a unit of biodiversity value calculated by the Statutory Biodiversity Metric used in the Biodiversity Approved Assessment and Biodiversity Units shall be construed accordingly                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| "Habitat Creation and Enhancement Works"  | those works set out in the approved Habitat Management and Monitoring Plan subject to any variations thereto proposed by the Owner in writing and approved by the Council from time to time                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Habitat Management and Monitoring Plan"  | the habitat management and monitoring plan in respect of achieving the Biodiversity Net Gain as set out in the Biodiversity Approved Assessment and which shall include any works set out in the approved Landscaping Layout – BNG (drawing reference 102 revision C) and any Habitat Creation and Enhancement Works which are required to achieve the Biodiversity Net Gain together with a timescale for their implementation and completion, a plan showing the location and number of the Biodiversity Units, details of the management and maintenance for a period of not less than 30 years from the date of the Habitat Creation and Enhancement Works, the methodology and format of the Monitoring Reports to be provided to the Council together with access and inspection arrangements for the |

|                                                          |                                                                                                                                                                                                                                                                                                    |
|----------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                          | Council or its representatives in respect of the provision, maintenance and monitoring of the Biodiversity Net Gain                                                                                                                                                                                |
| "Habitat Creation and Enhancement Works Completion Date" | the date of completion of the Habitat Creation and Enhancement Works                                                                                                                                                                                                                               |
| "Force Majeure Event"                                    | means any circumstances which are not within the reasonable control of the Owner comprising an Act of God such as a drought, flood, fire, earthquake or other natural disaster                                                                                                                     |
| "Monitoring Report"                                      | a written report which provides a review and assessment of the operation, performance and efficacy of the Habitat Management and Monitoring Plan in the 12 month period preceding the relevant Monitoring Report Date including any Remedial Steps                                                 |
| "Monitoring Report Date"                                 | the Habitat Creation and Enhancement Works Completion Date and the first, second, third, fourth, fifth, tenth, fifteenth, twentieth, twenty fifth and thirtieth anniversaries of the Habitat Creation and Enhancement Works Completion Date or such other dates agreed in writing with the Council |
| "Remedial Steps"                                         | any remedial steps and measures required to be implemented to ensure compliance with the Habitat Management and Monitoring Plan as proposed by the Owner and approved by the Council                                                                                                               |

The Owner covenants as follows

# **1 Habitat Management and Monitoring Plan**

- 1 1 Prior to the first Occupation of any of the Dwellings, the Owner shall submit the Habitat Management and Monitoring Plan to the Council for approval
- 1 2 If the Council does not approve the Habitat Management and Monitoring Plan submitted pursuant to paragraph 1 1 of this Schedule within 56 days of receipt of the same, the Owner shall submit a revised Habitat Management and Monitoring Plan to the Council for approval. The procedure set out in paragraph 3 of the Fourth Schedule shall apply to any revised Habitat Management and Monitoring Plan as if it were the first Habitat Management and Monitoring Plan submitted to the Council. The Owner shall not Occupy any of the Dwellings until the Habitat Management and Monitoring Plan has been approved by the Council in writing

1 3 The Owner shall not make any changes to the Habitat Management and Monitoring Plan without the prior approval, in writing, of the Council (such approval not to be unreasonably withheld or delayed)

1 4 The Owner shall manage and maintain (or procure the management and maintenance of) the Biodiversity Net Gain in accordance with the Habitat Management and Monitoring Plan for a minimum period of 30 years from the Habitat Creation and Enhancement Works Completion Date

## **2 Habitat Creation and Enhancement Works**

2 1 The Owner shall

(a) commence the approved Habitat Creation and Enhancement Works no later than the first planting season following practical completion of the Development and in any event in accordance with the timescale approved as part of the Habitat Management and Monitoring Plan, and

(b) within 10 Working Days of the commencement date of the Habitat Creation and Enhancement Works, notify the Council in writing of that date

2 2 The Owner shall

(a) complete the Habitat Creation and Enhancement Works no later than the timescale set out in the approved Habitat Management and Monitoring Plan, and

(b) within 10 Working Days of the Habitat Creation and Enhancement Works Completion Date, notify the Council in writing of that date

## **3 Access to the Biodiversity Gain Site**

3 1 The Owner shall allow access to the Site on reasonable notice and at reasonable times to persons authorised by the Council for the purposes of monitoring compliance with the Habitat Management and Monitoring Plan and the Monitoring Reports PROVIDED THAT during the construction period such authorised person shall report to the Owner's site manager prior to doing so and shall comply with all the Owner's health and safety and construction management requirements

## **4 Monitoring Reports**

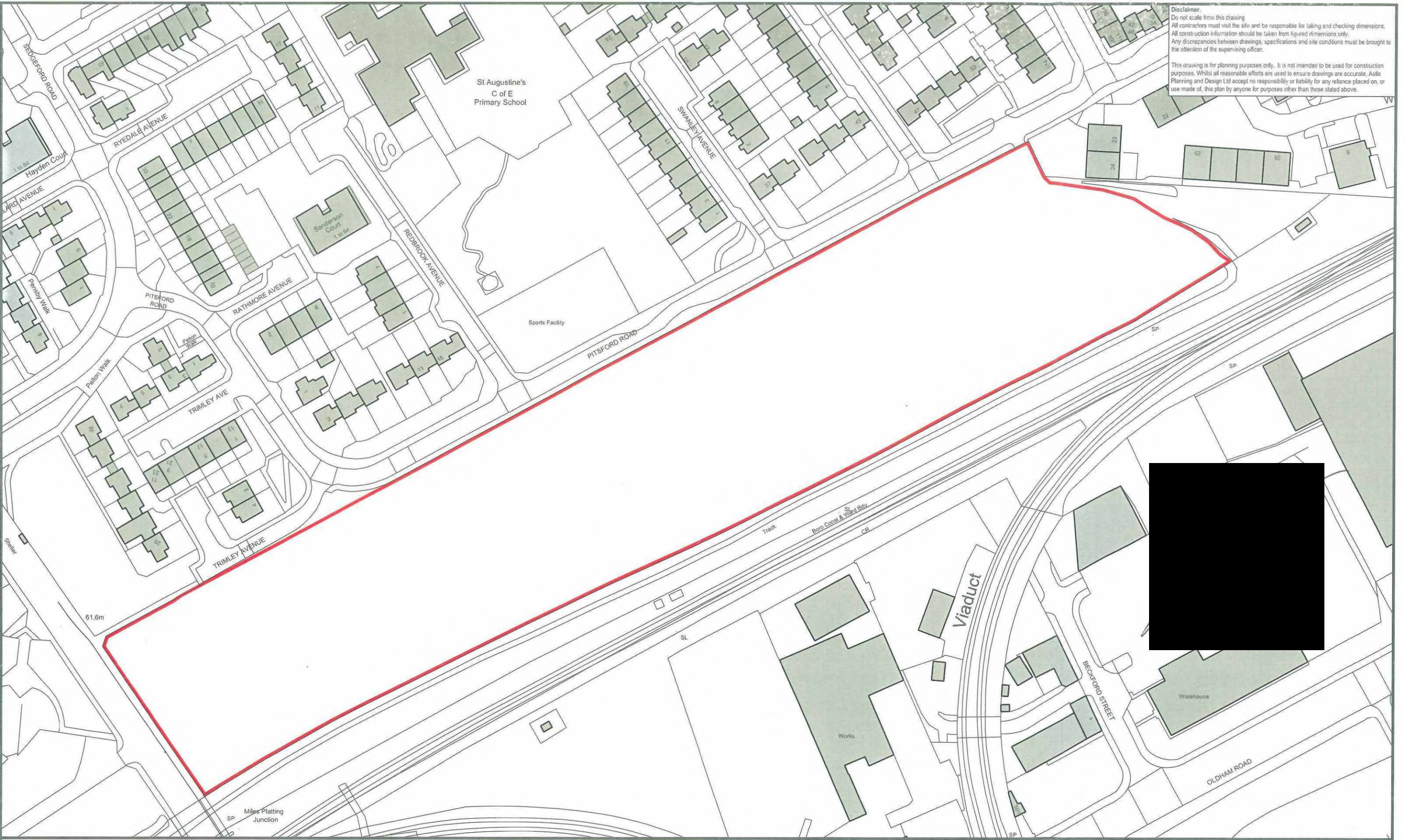
4 1 The Owner shall provide a Monitoring Report to the Council within 20 Working Days of each Monitoring Report Date

## **5 Remedial Steps**

- 5 1        Within 20 Working Days from receipt by the Owner of a notice from the Council pursuant to paragraph 7 of the Fourth Schedule the Owner shall provide to the Council for approval (such approval not to be unreasonably withheld or delayed) a draft proposal in writing setting out the Remedial Steps and a timetable for the implementation of those Remedial Steps
- 5 2        As soon as reasonably practicable following approval by the Council of a proposal referred to in paragraph 5 1 of this Schedule, the Owner shall implement the Remedial Steps in accordance with the approved proposal
- 6        **Force Majeure**
- 6 1        No party shall be liable for breaching a requirement of the approved Habitat Monitoring and Management Plan which arises as a direct result of a Force Majeure Event
- 7        **Biodiversity Monitoring Fee**
- 7 1        Prior to Commencement of Development the Owner shall pay the Biodiversity Monitoring Fee to the Council and shall not Commence Development until this has been paid

## APPENDIX 1

### PLAN



Disclaimer:  
Do not scale from this drawing  
All contractors must visit the site and be responsible for taking and checking dimensions.  
All construction information should be taken from figured dimensions only.  
Any discrepancies between drawings, specifications and site conditions must be brought to the attention of the supervising officer.  
  
This drawing is for planning purposes only. It is not intended to be used for construction purposes. Whilst all reasonable efforts are used to ensure drawings are accurate, Astle Planning and Design Ltd accept no responsibility or liability for any reliance placed on, or use made of, this plan by anyone for purposes other than those stated above.



1:1250 0 12.5 25 37.5 62.5m



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Client



Project

**PITSFORD ROAD  
MANCHESTER**

Drawing Title

**Location Plan**

|          |             |            |            |        |          |
|----------|-------------|------------|------------|--------|----------|
| Drawn by | RH          | Checked by | MP         | Date   | 02.02.24 |
| Status   | PRELIMINARY |            | Scale @ A3 | 1:1250 |          |
| Job no.  | BHM282      |            | Dwg.no.    | LP01   | Rev.     |

| ACCOMMODATION SCHEDULE                                                                                                                                                                                                                                                        |       |                            |        |                              |          |                 |       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------------------------|--------|------------------------------|----------|-----------------|-------|
| Name                                                                                                                                                                                                                                                                          | Ref   | Bed                        | Storey | Unit No's                    | Unit ft' | ft <sup>2</sup> | Total |
| Open Market Dwellings                                                                                                                                                                                                                                                         |       |                            |        |                              |          |                 |       |
| Cartwright                                                                                                                                                                                                                                                                    | CW 4B | 4                          | 2,5    | 14                           | 1248     | 1747            |       |
| Scrievener                                                                                                                                                                                                                                                                    | SC 4B | 4                          | 2      | 7                            | 1214     | 8498            |       |
| Mason                                                                                                                                                                                                                                                                         | MA 3B | 3                          | 2      | 17                           | 1056     | 1795            |       |
| Lymner                                                                                                                                                                                                                                                                        | LY 3B | 3                          | 2      | 18                           | 985      | 1773            |       |
| Tenterde                                                                                                                                                                                                                                                                      | TE 3B | 3                          | 2      | 1                            | 989      | 989             |       |
| Talbot (Manc V)                                                                                                                                                                                                                                                               | TA 3B | 3                          | 2      | 13                           | 937      | 1218            |       |
| ★ Affordable Dwellings (Discount Market Value Units)                                                                                                                                                                                                                          |       |                            |        |                              |          |                 |       |
| Talbot (Manc V)                                                                                                                                                                                                                                                               | TA 3B | 3                          | 2      | 6                            | 937      | 5622            |       |
| Salter                                                                                                                                                                                                                                                                        | SA 2B | 2                          | 2      | 12                           | 767      | 9304            |       |
| Total:                                                                                                                                                                                                                                                                        |       | 88 Units                   |        | 89648 ft <sup>2</sup>        |          |                 |       |
| Gross Site Area:                                                                                                                                                                                                                                                              |       | 2.87 ha                    |        | 7.09 ac                      |          |                 |       |
| Site Statistics:                                                                                                                                                                                                                                                              |       |                            |        |                              |          |                 |       |
| SSR                                                                                                                                                                                                                                                                           |       | 0.16 ha                    |        | 0.40 ac                      |          |                 |       |
| POS inc SS                                                                                                                                                                                                                                                                    |       | 0.53 ha                    |        | 1.31 ac                      |          |                 |       |
| Nett Site Area:                                                                                                                                                                                                                                                               |       | 2.18 ha                    |        | 5.39 ac                      |          |                 |       |
| Gross Density:                                                                                                                                                                                                                                                                |       | 30.66 Un/ha                |        | 12.41 Un/ac                  |          |                 |       |
| Nett Density:                                                                                                                                                                                                                                                                 |       | 40.37 Un/ha                |        | 16.34 Un/ac                  |          |                 |       |
| Gross Footage:                                                                                                                                                                                                                                                                |       | 2901.94 m <sup>2</sup> /ha |        | 12640.86 m <sup>2</sup> /ac  |          |                 |       |
| Nett Footage:                                                                                                                                                                                                                                                                 |       | 3820.45 m <sup>2</sup> /ha |        | 16641.86 ft <sup>2</sup> /ac |          |                 |       |
| *Note - All Areas Approx.<br>Abbreviations<br>Ac = Acres   ha = Hectares   ft' = Square Feet   m <sup>2</sup> = square   Un = units/Units   SSR = Single Site Ratio   POS = Public Open Space   Det = Detached   Apt = Apartment   H = Integral   Sgl = Single   DBL = Double |       |                            |        |                              |          |                 |       |

**Key**

 Denotes Discount Market Value Units

[illegible]

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:



01127578

AUTHORISED SIGNATORY

EXECUTED as a DEED by

DEALBATCH LIMITED

acting by its attorney ... ROBERT CLAVERING

Signed.....

DEALBATCH LIMITED by its attorney named above

in the presence of:

Signature of witness:

Name:

Address:

VANESSA GOODLIFE

EXECUTED AS A DEED BY BELLWAY HOMES LIMITED

acting by its attorney

ACTING PURSUANT TO A POWER OF  
ATTORNEY DATED 24<sup>th</sup> February 2025

BELLWAY HOMES LIMITED by its attorney named above

in the presence of:

Signature of witness:

Name:

Address:

Becky Lee  
Bellway Homes Ltd  
Woolsington House  
Woolsington  
Newcastle upon Tyne  
NE13 8BF