DATED 17 January 2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

MANCHESTER NEW SQUARE (GENERAL PARTNER) LIMITED AND MANCHESTER NEW SQUARE NOMINEE LIMITED

-and –

GREATER MANCHESTER COMBINED AUTHORITY

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to Land bounded by Whitworth Street, Venice Street, Rochdale Canal And Princess Street Manchester

---

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/CT/PLA001/84098

THIS AGREEMENT is made the 17th day of January 2025

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the **"Council"**);

(2) **MANCHESTER NEW SQUARE (GENERAL PARTNER) LIMITED** (Co. Regn. No. 11082473) **AND MANCHESTER NEW SQUARE NOMINEE LIMITED** (Co. Regn. No. 11185195) whose registered office is at 50 New Bond Street, London W1S 1BJ (the **"Owner"**);

(3) **GREATER MANCHESTER COMBINED AUTHORITY** of GMCA, Tootal Buildings, 56 Oxford Street, Manchester M1 6EU ("The **Mortgagee**")

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 leasehold owner of the Site registered at the Land Registry with Title Absolute under title number MAN318359 together with but subject to all matters contained or referred to in the Title Registers thereunder. The freehold of the Site is owned by the Council registered at the Land Registry with Title Absolute under title number LA38390.

C The Mortgagee is interested in the Site by virtue of the Legal Charge

D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.

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 granting planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

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 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

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,

"Agreement" shall mean this agreement,

"Application" the application to which the Council gave the reference 139706/JO/2024 for planning permission for the variation of planning application ref 137127/JO/2023 to remove the requirement of street planting from Condition 9 (Landscaping)

"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,

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

"Development" the development undertaken on the Site pursuant to the Planning Permission as specified in the Application "Developed" 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

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

"Legal Charge" a registered charge registered against the title with number dated 25th March 2020

"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 five thousand two hundred and fifty pounds £5,250) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligation contained herein,

"NPPF" the National Planning Policy Framework issued in July 2021 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,

"Planning Obligation" shall mean the obligation of the Owners specified in Schedule 3,

"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,

"Regulations" the Community Infrastructure Levy Regulations 2010

"RICS" the Royal Institution of Chartered Surveyors

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

"**Tree Contribution**" shall mean the payment of thirty-five thousand pounds (£35,000) made by the Owner to the Council for the replacement of seven trees that will be lost as a consequence of the Planning Permission which payment should be made in accordance with paragraph XXX of the Schedule 3

"**Tree Planting Plan**" means the plan with title "Draft Proposed City Centre Boundary Oct 2024" appended to the Appendix of this Agreement

"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 Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1 11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

2 **PLANNING OBLIGATION**

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owners.

3 **CONDITION PRECEDENT**

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17 and 18 which shall have immediate effect

4 **CONDITION SUBSEQUENT**

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

5 **THE OWNER'S COVENANTS**

5 1 The Owner on behalf of himself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 **THE COUNCIL'S COVENANTS**

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

7 **DISPUTE RESOLUTION**

7 1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owner

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

7 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert 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 its interest in the Site occurring before all the obligations under this Agreement

have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan

9 2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site 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

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 For the purpose of noting this Agreement on the titles of the Owner registered under title numbers **MAN318359**and **LA38390** at the Land Registry the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owner's solicitor's completed Land Registry account key number details inserted in the form The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owner from the Land Registry.

11.3 In the event that any requisitions are raised by the Land Registry in connection with the application for registration the Owner/Owners will ensure that such requisitions are dealt with promptly.

11 4 The Council will upon receipt of a written request of the Owner's 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 5 The costs of registration and cancellation pursuant to clauses 11 3 above shall be met by the Owner if requested by the Council

12 **NON-PROHIBITION ON DEVELOPMENT**

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

13 **THE CONTRACTS ACT**

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

14 **COMMUNICATION**

14 1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

14 1 1 to the Council and addressed to the City Solicitor at the Council's address first above written,

14 1 2 to the Owner and the Mortgagee respectively at their last known addresses,

15 **FEES**

15 1 On completion of this Agreement, the Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement and the Management Fee,

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

15 3 On completion of this Agreement, the Owner shall pay forthwith to the Mortgagee its legal fees reasonably and properly incurred in the review of this agreement

16 **INTEREST**

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

17 **JURISDICTION**

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

18 **COMPLETION**

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

19. **WARRANTY AS TO TITLE**

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has a legal or equitable interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

20 **MORTGAGEE**

20 1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site in the form of the Legal Charge will be bound by the terms of this Agreement as if this

Agreement had been executed and registered as a local land charge before the execution of the Legal Charge

20 2 Notwithstanding clause 20 1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it

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

SCHEDULE 1

The Site

Land bounded by Whitworth Street, Venice Street, Rochdale Canal And Princess Street Manchester and shown for the purposes of identification only edged red on the Plan



This drawing is copyright
Do not scale off dimensions.
All dimensions to be checked on site by contractor.
Contractor to report any dimensional discrepancies, errors or omissions prior to commencing on site.

NOTE:
Please note that all layouts and areas are indicative and may be subject to change in line with the coordination of structure and services, together with design development and building tolerances, or events outside the architect's control.
The architect accepts no responsibility for any resulting implications or decisions, commercial or otherwise, made on the basis of this information.

NORTH

Rev	Date	Description
00	16-10-15	First Issue

0 12.5 25 50 75 100m

Project Title
PRINCESS STREET
MANCHESTER

Drawing Title
LOCATION PLAN

Job No	Scale	Date
10011	1:1250 @ A1	16 Oct 2015

Status
PLANNING

Drawing No
10011-B0-A-B5:D9-XP-00-001

Revision
00

SimpsonHaugh AND PARTNERS

MANCHESTER
Riverside, 4 Commercial St
Manchester M15 4RQ
+44 (0)161 835 2345
www.simpsonhaugh.com

LONDON
5-8 Roberts Place
London EC1R 0BB
+44 (0)20 7549 4000
mail@simpsonhaugh.com

© SimpsonHaugh and Partners 2015

SCHEDULE 2

Planning Permission

☒

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Urban & Civic
C/o Agent

Agent (if used)

Lydia Connell
Stantec
100 Barbirolli Square
Manchester
M2 3AB

Part 1 – Particulars of the application/development

Proposal Variation of planning application ref 137127/JO/2023 to vary Condition 9 (Landscaping) to remove the requirement for street planting.

Location: Land Bounded By Whitworth Street, Venice Street, Rochdale Canal And Princess Street, Manchester

Date of application: 15 August 2024

Application number 139706/JO/2024

Part 2 – Particulars of decision

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

Article 35 Declaration

In assessing the merits of an application officers will seek to work with the applicant in a positive and proactive manner to seeking solutions to problems arising in relation to dealing with the application. In this instance, this has included ongoing advice that has resolved the issues associated with the proposal

Condition(s) attached to this decision

1) The development must have begun not later than the 09/03/2020.

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

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

(a) 454.001_G, 454.100_C, 454.101_C, 454 102_C, 454 103_C, 454.104_D and 454 105_E;

(b) 10011-B0-A-B5D9-D-01, 10011-B0-A-B5D9-E-E 003, 10011-B0-A-B5D9-E-N 003, 10011-B0-A-B5D9-E-S 003, 10011-B0-A-B5D9-E-W 003, 10011-B0-A-B5D9-P-00-001 - 003, 10011-B0-A-B5D9-P-02-001, 10011-B0-A-B5D9-P-07-001, 10011-B0-A-B5D9-P-10-001, 10011-B0-A-B5D9-P-12-001, 10011-B0-A-B5D9-P-B1-001, 10011-B0-A-B5D9-P-B2-001, 10011-B0-A-B5D9-P-RF-002, 10011-B0-A-B5D9-S-AA-001, 10011-B0-A-B5D9-S-BB-001, 10011-B0-A-B5D9-XP-00-001 and 10011-B0-A-B5D9-XP-00-002,

(c)10011-B1-A-B5D9-D-T1 Rev 03, 10011-B1-A-B5D9-D-T3 Rev 03, 10011-B1-A-B5D9-E-E
10011-B1-A-B5D9-E-N, 10011-B1-A-B5D9-E-S, 10011-B1-A-B5D9-E-W, 10011-B1-A-B5D9-P-AL-001 and10011-B1-A-B5D9-P-AL-002,

(d) 10011-B2-A-B5D9-D-T1, 10011-B2-A-B5D9-D-T3, 10011-B2-A-B5D9-E-E-003, 10011-B2-A-B5D9-E-N-003, 10011-B2-A-B5D9-E-S-003, 10011-B2-A-B5D9-E-W-003, 10011-B2-A-B5D9-P-AL-001 and 10011-B2-A-B5D9-P-AL-002,

(e) 10011-B3-A-B5D9-D-T1, 10011-B3-A-B5D9-D-T3, 10011-B3-A-B5D9-E-E, 10011-B3-A-B5D9-E-N, 10011-B3-A-B5D9-E-S, 10011-B3-A-B5D9-E-W, 10011-B3-A-B5D9-P-AL-001 and 10011-B3-A-B5D9-P-AL-002;

(f) 10011-B1-A-G251-SK-024 Revision 02 and 10011-B1-A-G251-SK-025 Revision 02,

(g) Phasing as set out in Deloitte Real Estates letter dated 19/07/19;

(h) Ramboll Ventilation Dwgs in relation to location of risers BSMOB10(57) 1001 P2;

(i) Recommendations contained in the Ramboll SAP Services Strategy (Nov 2016);

(j) Recommendations in Crime Impact Assessment Version D dated 18th Nov 2016, and

(k) Recommendations within the Aecom Air Quality Addendum dated Nov 2016 and points 1 and 2 of Eve Grant's e-mail dated 27-01-17.

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to Core Strategy SP 1, CC3, H1, H8, CC5 , CC6 , CC7, CC9 , CC10, T1, T2 , EN1, EN2 , EN3 , EN6 , EN 8, EN9, EN11, EN14, EN15, EN 16 , EN17, EN18, EN19, DM 1 and PA1 saved Unitary Development Plan polices DC18.1 DC19.1 , DC20 and DC26 1.

3) The materials of the development shall be retained and maintained in accordance with the following documents

- Covering Letter (Prepared by Stantec, Dated 02/02/2024)
- Programme of samples Rev 00 (Dated January 2018)
- Lendlease ensuring the correct quality - Inspection and test process
- Offsite manufacturing process flowchart
- Sport Checking works flowchart
- Site photograph of sample panel
- 10011-B0-A-G330-D-AL-101 Revision R: TYPICAL LOWER FLOOR SLAB ACTIVE VENT AND INFILL SLOT SECTION (Dated April 2018)
- 10011-B0-A-G330-D-AL-102 Revision R: TYPICAL UPPER FLOOR SLAB ACTIVE VENT AND INFILL SLOT SECTION (Dated April 2018)

o 10011-B0-A-G330-D-AL-104 Revision R TYPICAL LOWER FLOOR SLAB WINDOW PLAN IWS-110 (Dated May 2018)
o 10011-B0-A-G330-D-AL-109 Revision R: LEVEL 02 SLAB SECTION ACTIVE VENT - TOP CONNECTION PRECAST BRACKET DETAIL (Dated December 2018)
o 10011-B0-A-G330-D-AL-110 Revision R: INTERNAL WALL LINING TYPICAL ROOF PARAPET DETAILS (Dated December 2018)
o 10011-B0-A-G330-D-AL-115 Revision R: INTERNAL WALL LINING TYPICAL WINDOW ROOF UPSTAND (Dated April 2019)

All received and approved under application CDN/24/0093.

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

4) Wheel washing facilities shall be provided in accordance with the details contained within Deloitte's letter (Dated 13/02/2018), MNS Project Execution Plan (Dated January 2018 prepared by LendLease), MNS Environment Health and Safety Plan (Dated January 2018 prepared by LendLease), and MNS Logistics and Sequencing (Dated January 2018 prepared by LendLease), all submitted and approved under application CDN/18/0096

Reason - In the interest of pedestrian and highway safety, as specified in policies SP1 and DM1 of Core Strategy.

5) The development hereby approved shall be carried out in accordance with the Phase 1 Desktop Study for Princess Street and Whitworth Street Corner, RoC Consulting, Reference: JB/AS/p1 3251, Dated. August 2015 (updated January 2017) subject to a watching brief being undertaken to establish any unexpected contamination Additionally, the development will also proceed in accordance with the Roc Letter (Dated 04/03/22), Waste Transfer Notes (Dated 14/06/22, 16/06/22 and 27/07/22) and CONTAMINATED LAND INFORMATION (dated 09/08/22) and Deloitte's e-mail (Dated 09/08/22), all received and approved under application CDN/22/0264.

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. Additionally, that the current works shall not compromise the protection afforded by earlier remedial measures the existing development has had installed as part of planning permission 087671/FO/2008/C3. Pursuant to policies DM1 and EN18 of the Core Strategy.

6) The development shall be implemented in accordance with the MNS Project Execution Plan (Dated January 2018 prepared by LendLease), the MNS Environment Health and Safety Plan (Dated January 2018 prepared by LendLease), and the MNS Logistics and Sequencing (Dated January 2018 prepared by LendLease), all received and approved under application CDN/18/0096.

Reason: To ensure that the appearance of the development is acceptable and in the interests of the amenity of the area, pursuant to policies EN15, EN16, EN17 and EN18 of the Core Strategy and Guide to Development 2 (SPG)

7) The details of an emergency telephone contact number shall be displayed in a publicly accessible location on the site and shall remain so displayed for the duration of the construction and fitting out of the development

Reason. In the interests of local amenity, pursuant policies SP1 and DM1 of the Core Strategy

8) The development shall be carried out in accordance with the details contained within the Greater Manchester Police SbD Registration Letter, including the SbD Checklist, (dated 12 July 2017) submitted and approved under application CDN/22/0264, and Adrian Murphy's (Design for Security's) e-mail (Dated 05/10/20, Submitted in relation to Building 3) submitted and approved under application CDN/20/0647.

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

9) The development shall be completed in accordance with the following drawings and documents submitted

o 252194-LPP-52-SW-L00-DPL-L-0007-REV-C11 (Surface Water Drainage and Levels Plan)
o 252194-LPP-90-SW-L00-DET-L-0405-REV-C4 (Detail B2 Terraces Upstand Cladding and Coping adjacent Steps)
o 252194-LPP-90-SW-L00-DET-L-0406-REV-C5 (Detail B2 Terraces Upstand Cladding and Coping adjacent Steps)
o 252194-LPP-90-SW-L00-DET-L-0407-REV-C5 (Detail B2 Terraces Upstand Cladding and Coping adjacent Steps)
o 252194-LPP-90-SW-L00-DET-L-0408-REV-C6 (Detail B1 Terrace Wall Cladding and Coping adjacent Steps)
o 252194-LPP-90-SW-L00-DPL-L-0001-REV-C11 (Landscape Proposal Plan)
o 252194-LPP-90-SW-L00-DPL-L-0008-REV-C12 (Slab Levels & Screed Ground Floor)
o 252194-LPP-90-SW-L00-DPL-L-0009-REV-C4 (surveyed slab levels)
o 252194-LPP-90-SW-L00-DPL-L-0014-REV-C6 (door protection)
o 252194-LPP-90-SW-L00-DPL-L-0022-REV-C2 (Kerbing Plan)
o 252194-LPP-90-SW-L00-DPL-L-0050-REV-C5 (Terrace slab setting out)
o 252194-LPP-90-SW-L00-DPL-L-0051-REV-C6 (Setting out of courtyard walls and footings)
o 252194-LPP-90-SW-L00-DSE-L-0100-REV-C11 (Canalside sections)
o 252194-LPP-90-SW-L00-DSE-L-0101-REV-C6 (Detailed section courtyard landscape, sheet 1)
o 252194-LPP-90-SW-L00-DSE-L-0102-REV-C7 (Detailed section courtyard landscape, sheet 2)
o 252194-LPP-90-SW-L00-DSE-L-0103-REV-C7 (Detailed sections Venice street sheet 1)
o 252194-LPP-90-SW-L00-DSE-L-0107-REV-C4 (Detailed Sections Courtyard Landscape Sheet 3)
o 252194-LPP-90-SW-L00-DSE-L-0108-REV-C6 (Detailed Sections Courtyard Landscape Sheet 4)
o 252194-LPP-90-SW-L00-SSP-L-0600 (Landscape NBS Specification)
o 252194-LPP-95-SW-L00-DET-L-0210-REV-C8 (Yorkstone paving)
o 252194-LPP-95-SW-L00-DET-L-0215-REV-C5 (Typical paving details· Sheet 01)
o 252194-LPP-95-SW-L00-DET-L-0216-REV-C7 (Typical paving details. Sheet 02)
o 252194-LPP-95-SW-L00-DET-L-0217-REV-C7 (Typical paving details· Sheet 03)
o 252194-LPP-95-SW-L00-DET-L-0218-REV-C7 (Courtyard paving build ups and slab joints)
o 252194-LPP-95-SW-L00-DET-L-0402-REV-C2 (Walls 01/01 setting out)
o 252194-LPP-95-SW-L00-DET-L-0403-REV-C4 (Walls 01/02 setting out)

- 252194-LPP-95-SW-L00-DET-L-0404-REV-C2(Walls 01/03 setting out)
- 252194-LPP-95-SW-L00-DPL-L-0010-REV-C13 (Detail Hard Landscape Plan 1 of 2)
- 252194-LPP-95-SW-L00-DPL-L-0011-REV-C12 (Detail Hard Landscape Plan 2 of 2)
- 252194-LPP-95-SW-L00-DPL-L-0012-REV-C5 (Venice Street Works)
- 252194-LPP-90-SW-L00-DPL-L-0021-REV-C3 (GA Setting out)
- o 252194-LPP-90-SW-L00-DET-L-0470-REV-C4 (typical tree pits)
- o 252194-LPP-90-SW-L00-DSE-L-0109-REV-C5 (Detailed Sections Courtyard Landscape Sheet 5)
- o 252194-LPP-90-SW-L00-DSE-L-0110-REV-C4 (Detailed Sections Courtyard Landscape Sheet 6)
- Delottie's e-mail (Dated 15/09/20)
- 252194-LPP-95-SW-L00-DET-L-0401-REV-C5 (Low walls. Sections & Bench tops)
- 252194-LPP-95-SW-L00-DET-L-0441-REV-C4 (Circular planter)
- 252194-LPP-95-SW-L00-DET-L-0480-REV-C6 (Lighting Co-ordinated proposals)
- 252194-LPP-90-SW-L00-DPL-L-0013-REV-C5 (steps and ramps)
- 252194-LPP-95-SW-L00-DET-L-0400-REV-C9 (Low walls elevations)
- 252194-LPP-95-SW-L00-DET-L-0430-REV-C10 (Canal walls / glass balustrade)
- 252194-LPP-95-SW-L00-DET-L-0432-REV-C3 (Elevation of Canalside Wall & Balustrade)
- 252194-LPP-95-SW-L00-DET-L-0435-REV-C3 (Canal interface Existing wall scope sheet 01)
- 252194-LPP-95-SW-L00-DET-L-0460-REV-C10 (Steps 1 of 2)
- 252194-LPP-95-SW-L00-DET-L-0461-REV-C10 (Steps 2 of 2)
- 252194-LPP-95-SW-L00-DET-L-0462-REV-C4 (Handrails)

All received and approved under application CDN/23/0301

- Trial Tree Pit Sections Princess Street (Received 30/07/2024)
- 454.001 Revision B Landscape Proposal Plan - Trial Tree Pits (Received 12/07/2024)
- 3532-0216-01: Overlay QL2B" Utility Survey drawings (Received 24/04/2024)

The approved scheme shall be implemented not later than 12 months from the date the proposed building is first occupied. 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 R1.1, l3.1, T3.1, S1.1, E2.5, E3.7 and RC4 of the Unitary Development Plan for the City of Manchester and policies SP1, DM1, EN1, EN9 EN14 and EN15 of the emerging Core Strategy

10) The development shall be completed and maintained in accordance with the Landscape Management and Maintenance Plan, 252194-LPP-90-SW-L00-COM-L-0630_C1, 24 September 2019; and Risk Assessment· 252194-LPP-90-SW-L00-RRR-L-0650 iss1 rev C1 (Submitted and approved under application CDN/20/0408) The approved details shall remain in operation in perpetuity The development shall then

proceed in accordance with the agreed details and be maintained thereafter for the lifetime of the development

Reason - In the interests of amenity pursuant to Core Strategy policy DM1

11) The development shall proceed and be maintained in accordance with the Full Residential Management Plan (Prepared by Zenith Property Management), submitted to and approved under application CDN/19/1016. The approved strategy shall remain in operation in perpetuity

Reason - In the interests of amenity pursuant to Core Strategy policy DM1

12) Before any new use hereby approved commences, within each of the ground floor units below the residential blocks details of the proposed opening hours shall be submitted to and approved in writing by the City Council as local planning authority. The units shall be not be operated outside the hours approved in discharge of this condition.

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

13) The scheme shall be implemented in accordance with the following storage (including segregated waste recycling) and disposal of refuse drawings and documents:

o Manchester New Square - Refuse Strategy Note dated 21 March 2018 prepared by Simpson Haugh (Submitted and approved under application CDN/18/0213);
o Manchester New Square Refuse Schedule dated 13 March 2018 (Submitted and approved under application CDN/18/0213);
o Drawing 10011-B0-A-G100-P-00-003 Rev 1 Site Plan Ground Floor Level Refuse Locations - annotated to show locations of refuse stores for residential, commercial and Regency House, with layby collection points highlighted (Submitted and approved under application CDN/18/0213);
o Drawing 10011-B1-A-G200-P-00 Rev 17 Building 1 GA Plan Ground Floor (Submitted and approved under application CDN/18/0213);
o Drawing 10011-B2-A-G200-P-00 Rev 12 Building 2 GA Plan Ground Floor (Submitted and approved under application CDN/18/0213);
o Drawing 10011-B3-A-G200-P-00 Rev 19 Building 3 GA Plan Ground Floor (Submitted and approved under application CDN/18/0213),
o Building 3 Ground Floor CCTV Room Added - ref. 10011-B3-A-G410-SK-002 rev01 (Submitted and approved under application CDN/20/0408).

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

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

14) Deliveries, servicing and collections, including waste collections for the ground floor units, excluding Unit 1 in Building 2, shall not take place outside the following hours:
- 07:30 to 20:00 Monday to Saturday
- 10:00 to 18:00 Sundays and Bank Holidays

The deliveries, servicing and collections, including waste collections for Unit 1 Building 2, shall not take place outside the following hours:
- 06.00 to 22:00 Monday to Friday

- 07.00 to 22 00 Saturday
- 08:00 to 21 00 Sundays and Bank Holidays

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

15) The extraction of any fumes or vapours for the residential accommodation shall be completed in accordance with the Ventilation / Extract Statement, prepared by Ramboll (Submitted and approved under application CDN/19/1016).

Details of the extraction of any fumes, vapours and odours for the ground floor units shall be submitted to and approved in writing by the City Council as local planning authority prior to occupation of each use. The details of the approved scheme for each phase (as set out in condition 2 g above) shall be implemented prior to occupancy of that phase and shall remain in situ whilst the use or development is in operation

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

16) a) Prior to occupation of the development a scheme for the acoustic insulation of any externally mounted ancillary equipment associated with any of the commercial uses; to ensure that it achieves a background noise level of 5dB below the existing background (La90) in each octave band at the nearest noise sensitive location shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the equipment.

b) Unit B within Building 2 shall acoustically insulate its externally mounted ancillary equipment in accordance with the Noise Impact Assessment (Prepared by KR Associates), received and approved under application CDN/24/0023

The approved scheme for each phase (as set out in condition 2 (g) above) shall be implemented prior to occupancy of that phase and shall remain operational thereafter

Reason - To protect the amenity of the occupants of the premises once the development hereby approved is occupied, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

17) The development shall proceed in accordance with the compliance and acoustic insulation measures and performance set out in the Manchester New Square Final Acoustic Planning Report, prepared by Mach Group (Dated 21/08/19, Submitted and approved under application CDN/19/1016)

Before the development commences an acoustic attenuation scheme including particulars of the acoustic glazing and acoustically treated ventilation to be installed as part of the ground floor uses within these blocks, with the exception of Unit B Building 2, shall be submitted to and approved in writing by the City Council as local planning authority. The approved scheme shall be implemented in full for each phase (as set out in condition 2 (g) above) before use of the residential premises within that phase first commences. A post completion validation report shall be submitted to the council to confirm the acoustic attenuation scheme meets the recommendations set out within the Acoustic Report by Sandy Brown (dated 31 August 2017).

Unit B Building 2 shall be acoustically insulated in accordance with the Noise Impact Assessment (Prepared by KR Associates), received and approved under application CDN/24/0023.

Reason - To protect the amenity of the occupants of the premises once the development hereby approved is occupied, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

18) The development shall be implemented in accordance with the Manchester New SQ - Site Wide Signage Strategy P03 (Received by the City Council, as Local Planning Authority, on the 20 September 2023; Approved under application CDN/23/0301)

Reason - In the interests of visual amenity to enable careful attention to signage details and the level of visual clutter associated with any external seating is required to protect the character and appearance of this building in accordance with policies SP1 and DM1 of the Core Strategy

19) The development shall discharge surface and foul water in accordance with MCC's letter (Dated 30/12/2016) approved under application CDN/18/0096.

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

20) The development hereby approved shall include for full disabled access to be provided to all areas of public realm and via the main entrances and to the floors above

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

21) The development shall proceed in accordance with the Full Travel Plan prepared by Curtins and the covering letter dated 13/03/2024 in relation to the Travel Plan (Received and approved under application CDN/24/0252).

The approved travel plan shall be implemented in full at all times for the lifetime of the development

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

22) The development shall be implemented in accordance with the following drawings and documents in relation to Flood Risk and Drainage (Submitted and approved under application CDN/18/0409):

o United Utilities Part 1 acceptance letters dated 2016 Princess Street Surface Water Drainage Attenuation Analysis dated March 2016 prepared by Ramboll;
o Princess Street Flood Risk and Drainage Statement produced by RoC;
o MNSQ Surface Drainage / Rainwater Report No.1 produced by Imotech,
o Drawings 3251 BX-DR02 Rev 3 Site Wide Drainage Strategy, 061639-705 Rev B Drainage Strategy and 252194 LPP 90 SW L00 DPLL 008 Slab Level and Screed (Ground Floor),
o Sketch showing the extent of the boundary and the existing 4 storey deep basement - to illustrate that there is very little 'left over' space for attenuation;
o Deloitte's e-mail dated 02-08-18; and
o Manchester New Square Blue Roof attenuation / void former detail

Reason - The application site is located within a critical drainage area and in line with the requirements in relation to sustainable urban drainage systems, further consideration should be given to the control of surface water at the site in order to minimise localised flood risk pursuant Core Strategy policy DM1.

23) a) The drainage for the development shall be carried out in accordance with drawing no.252194-LLP-90-SW-L00-DPL-L-0008 - Slab levels and screed ground floor, drawing Podium Attenuation Phasing Plan- 200211_GF, and Deloitte's e-mail's 17/02/20 and interim arrangements 24/03/20 (Received and approved under application CDN/19/1016); photographs IMG_6010, IMG-6011, IMG_6012, IMG_6013, IMG_6014 and IMG_6015 (Received and approved under application CDN/20/0647); and the photographs and Deloitte's email (Dated 23/05/2022) received and approved under application CDN/22/0264 and shall all be retained for the lifetime of the development.

b) The management and maintenance drainage plan details contained within the following documents shall be kept in place for the lifetime of the development

- Covering Letter (Prepared by Stantec, Dated 02/02/2024, Received 12/02/2024)
- 3251-ROC-ZZ-XX-RP-X-XND23-Rev A Covering Letter (Prepared by ROC Consulting, Dated & Received 19/04/2024)
- Section 106 Agreement (Prepared by United Utilities, Dated 26/01/2018, Received 11/04/2024)
- S106 Part 1 'Application to connect to a public sewer' Approval Notice (Dated 01/11/2016; Received 11/04/2024)

All received and approved under application CDN/24/0093.

Reason - The application site is located within a critical drainage area and in line with the requirements in relation to sustainable urban drainage systems, further consideration should be given to the control of surface water at the site in order to minimise localised flood risk pursuant to Core Strategy Policy DM1 and the National Planning Policy Framework

24) The parts of the Rochdale Canal corridor adjacent to the development shall be it in accordance with the following drawings and documents submitted and approved under application CDN/18/0096·

- Drawing No. 252194-LPP-95-SW-L00-DET-L-0480 Details: Lighting· Co-ordinated proposals prepared by Landscape Projects Ltd
- Eve Grant's e-mail dated (15/03/18)

Reason - To ensure that the development makes a positive contribution to the quality of the Rochdale Canal and to aid in the improvement of Crime and Disorder issues in these areas pursuant to Core Strategy Policies EN9 and DM1.

25) Potential flood risk from the Rochdale Canal shall be controlled in accordance with the following details for the lifetime of the development:

- Covering Letter (Prepared by Stantec; Dated 02/02/2024)
- 3251-ROC-ZZ-XX-RP-C-CND25: Covering Letter (Prepared by ROC Consulting; Dated 24/01/2024)

All received and approved under application CDN/24/0093

Reason -To ensure that the development makes a positive contribution to the quality of the Rochdale Canal pursuant to Core Strategy Policies EN9 and EN3

26) The glass balustrades adjacent to the Rochdale Canal hereby approved, shall be maintained in accordance with the following documents:

o Covering Letter (Prepared by Stantec, Dated 02/02/2024)
o 252194-LPP-95-SW-L00-DET-L-0430 Revision C10· Canal walls / glass balustrade (Dated 27/04/2020)
o 252194-LPP-95-SW-L00-DET-L-0432 Revision C3: Elevation of Canalside Wall & Balustrade (Dated 24/03/2017)

All received and approved under application CDN/24/0093

The approved details shall be adhered to and be retained and maintained for the lifetime of the development.

Reason -To ensure that the development makes a positive contribution to the quality of the Rochdale Canal pursuant to Core Strategy Policies EN9 and EN3

27) The materials, including natural stone or other high quality materials to be used for the footpaths and for the areas between the pavement and the line of the proposed building / public realm shall be completed in accordance with the following drawings and documents

o Dwgs 0161639-700 - General Arrangement - Rev B, 0161639-701 - Construction Areas - Rev B, 0161639-702 - Kerbing Layout - Rev C, 0161639-703 - Site Clearance - Rev B, 0161639-704 - Road Markings - Rev E, 0161639-705 - Drainage Layout - Rev E and 0161639-707 - Standard Details - Rev B (All received and approved under application CDN/20/0408).

All works approved in discharge of this condition shall be fully completed for each phase of the development (as set out in condition 2 (g) above) hereby approved before it is first occupied.

Reason - In the interests of amenity and to ensure that paving materials are consistent with the use of these areas as pedestrian routes and in accordance with Core Strategy policies SP1 and DM1

28) The development shall be implemented and retained in accordance with the Full Residential Management Plan, prepared by Zenith Property Management and on the basis of Deloitte's e-mail dated 29-06-20 in relation to Parking Management (Both received and approved under application CDN/19/1016).

Reason - The development does not provide sufficient car parking facilities and in order to provide alternative arrangements (e.g. parking leases with car parking companies, car sharing, or car pool arrangement) for the needs of future residents whom may need to use a motorcar. As well as 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 All pursuant to policies DM1, H11 and T1 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

29) The residential apartments 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 of the Schedule to the Town and Country Planning (Use Classes) Order 1995, or any

provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

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 pursuant to Core Strategy policies SP1 and DM1 and to ensure the permanent retention of the accommodation for normal residential purposes.

30) The commercial units can be occupied as Class E (a), Class E (b) and Class F1(b) only.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to Core Strategy policies DM1 and saved Unitary Development Plan policies DC26 1 and DC26.5

31) The development shall proceed in accordance with the local labour agreement details contained within the following documents (Both submitted and approved under application CDN/18/0154).

o Manchester New Square Local Labour Agreement dated 6 March 2018,
o Manchester New Square completed Undertaking to MCC dated 6 March 2018,

The approved details shall be kept in place thereafter.

Reason - To safeguard local employment opportunities, pursuant to pursuant to policies EC1 of the Core Strategy for Manchester.

32) The development will be fully implemented in accordance with the following drawings and documents:

o Full Residential Management Plan, prepared by Zenith Property Management and Deloitte's e-mail dated 29-06-20 (Servicing Management), W7 - Wall Mounted Dual Socketed 7kW Charge Point Type 2 Sockets, RFID Card Operated, 7kW Power Capacity, (32A Per Socket) - Single Phase Supply Communications Package via GPRS or Ethernet Connection with the 6 EVCP spaces plus the 20 adaptable spaces equating to 10%; BP Charge Master - Charge Point Installation Guide; BP Charge Master - Fast Charge Wall Mounted Electric Vehicle Charging Points; Imtech Plan ref: K16043-6000-ZZ-B1- DR-E62-004 Rev C2 (All submitted to and approved under application CDN/19/1016).
o Deloittes letter (Dated 05/10/2020, Submitted and approved under application CDN/20/0647)

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

33) The development shall be fully implemented in accordance with the Cycle parking details for basement levels 1-4, prepared by Bellsure Streetsure (Submitted and approved under application CDN/19/1016). The approved space and facilities shall then be retained and permanently reserved for bicycle parking.

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

34) No externally mounted telecommunications equipment shall be mounted on any part of the building hereby approved, including the roofs.

Reason - In the interest of visual amenity pursuant to Core Strategy Policies Dm1 and SP1.

35) Piling or any other foundation designs using penetrative methods shall be completed in accordance with the following drawings and documents (All submitted and approved under application CDN/18/0071):

o Method Statement (Rotary Bored Piling) dated 26 January 2018 prepared by Foundation Piling Ltd;
o Piling Risk Assessment dated 26 January 2018 prepared by Foundation Piling Ltd;
o RoC Drawing 3251 B3 0F 01 Rev11 illustrating the proposed piling location;

Any piling or other works that are not approved in the above documentation shall not be permitted other than with the express written consent of the Local Planning Authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater.

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

Informatives

Building Regulations 2010
This permission does not grant approval under Building Regulations.

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

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

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

You can apply online at the following address:
http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

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

DRAFT DECISION

Date:

Notes

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

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

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

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

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

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

4. If either the local planning authority of 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

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

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

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

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owners hereby covenant with the Council as follows

1 To pay the Council the Tree Contribution on or before the date of this Agreement

2 Not to Commence any Development until it has complied with paragraphs 1 above

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows

1 To use the Tree Contribution for the purpose of planting trees in the area edged in black in the Tree Planting Plan and for no other purpose

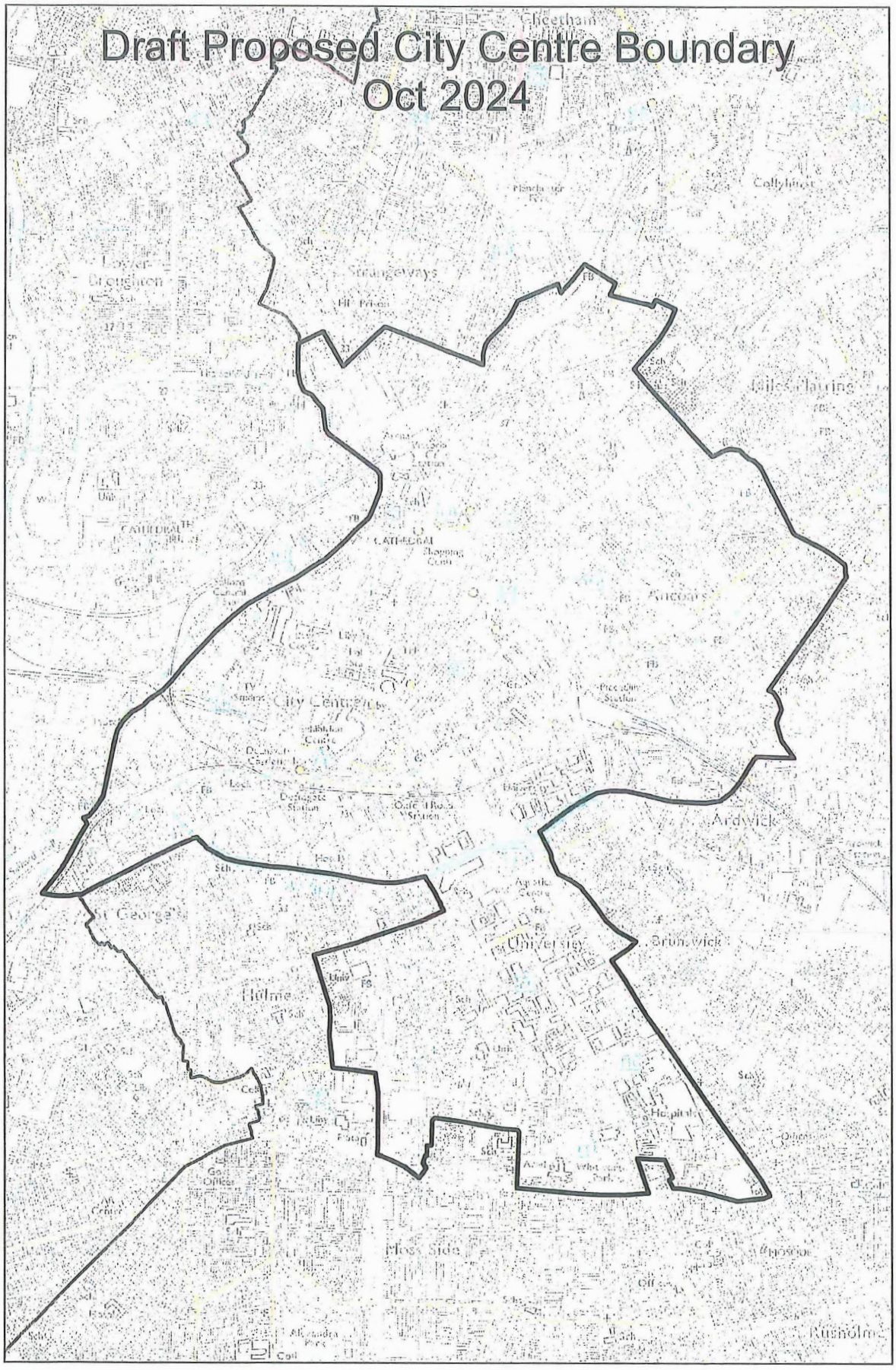
2 At the written request of the Owners to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request

3 To repay to the paying party such sum or sums remaining from the Tree Contribution that have not been expended by the Council (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council

APPENDIX

TREE PLANTING PLAN

Draft Proposed City Centre Boundary Oct 2024



[redacted]

MANCHESTER CITY COUNCIL
© Crown copyright and database rights 2024
Ordnance Survey AC0000812035

0112585

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:-

[redacted]

Authorised Signatory

EXECUTED AS A DEED by **MANCHESTER NEW SQUARE (GENERAL PARTNER) LIMITED** acting by a director

DIRECTOR

Signature: ..... [redacted] .....

Name (in block capitals) .....

IN THE PRESENCE OF: [redacted]

Signature:

Name: (in block capitals)

Address: [redacted]

EXECUTED AS A DEED by **MANCHESTER NEW SQUARE NOMINEE LIMITED**

acting by a director

DIRECTOR

Signature: .....[redacted].....

Name (in block capitals) .....DAVID LOCK.....

IN THE PRESENCE OF:

Signature: [redacted]

Name: (in block capitals) [redacted]

Address: [redacted]

THE COMMON SEAL of **THE GREATER MANCHESTER COMBINED AUTHORITY** was hereunto affixed in pursuance of an Order of the said Authority:)

Authorised Signatory: [redacted]

012854