

DATED 2025

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

VENTURE MCR LIMITED

- and –

TOGETHER COMMERCIAL FINANCE LIMITED

Agreement

**pursuant to section 106 of the Town and Country Planning Act 1990 (as
amended) relating to 98 Wilmslow Road, Manchester M14 5AL**

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

L/GLW/PLA001/84093

BY:

- ## BACKGROUND

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F The Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is to increase the provision of affordable housing within the Administrative Boundaries of Manchester. The Owner intends to make provision for Affordable Housing in the manner hereinafter appearing. The Council is satisfied that the provision of Affordable Housing is:

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

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

H The Council has determined that the Development in order to comply with the Core Strategy will support the payment of £1,264,128.00 (one million two hundred sixty four thousand one hundred and twenty eight pounds) as an Affordable Housing Contribution. However, the Owner has stated that there are viability issues affecting the development of the Site and have submitted to the Council documentation in support of this contention. The Council has accepted that at the date of this Agreement the implementation of the Development is not viable if payment is required to be made to the Council of the Affordable Housing Contribution. The Council will subject to the provisions contained in this Agreement in respect of any possible Viability Payment accept the postponement of the payment of the Maximum Contribution on the basis of the information contained in the documentation relating to viability submitted by the Owner to the Council. The Owner has agreed to enter into the planning obligations contained herein requiring them to submit a Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

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

“Actual Land Value” means the actual purchase price paid for the Site as evidenced to the reasonable satisfaction of the Council;

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

“Affordable Housing” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same;

“Agreed Land Value” means the lower of i) the Benchmark Land Value or ii) the Actual Land Value;

“Agreed Stamp Duty” means the stamp duty land tax (the "SDLT") that has been paid in respect of the acquisition of the Site or if lower the SDLT that would have been paid if the SDLT had been applied on the basis of the Benchmark Land Value;

“Agreement” means this agreement;

“All in Build Costs” means the total costs relating to the building of the Development from the Commencement of Development up until the Calculation Date;

“Anticipated Date of Completion of Construction” means the date upon which the Owner anticipates that the Completion of Construction of the relevant percentage of Dwellings referred to in this Agreement shall take place;

“Application” the application to which the Council gave the reference 138662/FO/2023 for planning permission for the proposed erection of a 4 storey

building to form 42 no.. residential units (Use Class C3) with ground floor commercial restaurant / cafe and retail units (Use Class E and sui generis), car parking, cycle parking and associated infrastructure following the demolition of the existing building on site.

Baseline Viability Assessment” means the financial viability appraisal submitted with the Application;

“Benchmark Land Value” shall mean the agreed fixed land value of the land upon which the Development is to take place as set out in Clause 21.1 of this Agreement;

“Calculation Date” shall be upon the Completion of Construction of 75% of the Dwellings;

“Car Club” means a car hire scheme operated by a Car Club Operator which residents of the Development and members of the general public may join and which makes cars available to members to hire either on a commercial or part-subsidised basis;

“Car Club Membership” means two years’ free membership and £40.00 (forty pounds) driving credit per household upon initial occupation (or such other shorter period as may be agreed in advance with the Council);

“Car Club Operator” means the operator of the Car Club at the Development appointed by the Owner who will be responsible for the operation of the Car Club including bookings and charges;

“Car Club Space” means 1 car club parking space located within the vicinity of the Site and **“Car Club Space ”** shall be construed accordingly;

“Chartered Surveyor” a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly;

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of 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;

“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;

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in Paragraph 014 (reference: 10-012-202402140 of the section of the NPPG headed “Viability” as the same may be amended or any replacement thereof. In addition the Council will accept the calculation of Costs:

1. the actual costs Reasonably and Properly Incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and
2. the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal, provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed

or referred to in paragraph 014 of the NPPG section headed “Viability” (as amended or any replacement of the same);

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and the term **“Develop”** **“Developed”** shall be construed accordingly;;

“Disposal” any of the following in respect of any Dwelling:

(a) the completion on an arm’s length basis of the sale or disposition of the freehold interest in any Dwelling; or

(b) the grant on an arm’s length basis of a lease for a term of 99 years or more whether or not a rent of more than nominal value is reserved; and

“Disposed Of” 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;

“Forward Funding Arrangement” a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development or the retention of the whole or part of the Development by the Developer on Completion of Construction as a Private Rental Sector Investment. For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided for example for the purpose of covering the construction costs of any dwelling that is to be sold on the Open Market to an individual purchaser will not be classed as a Forward Funding Arrangement.

“Forward Sale” the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development (for the avoidance of doubt this does not include off plan sales of individual units where interim payments (excluding usual deposits) are not being provided towards construction costs, which will be deemed open market sales) ;

“GDV” means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same. In addition the Council will accept in the calculation of GDV the actual sale and rental prices achieved at the Development up to the time of preparation of the Viability Appraisal and detailed therein. In the event that the proposed Development is delivered as Build to Rent and /or as an Affordable Rental Product, the Council will accept the calculation for GDV either the agreed rents at the Development or market rents or affordable rents, less operational outgoings of £400 per unit per annum for management, £400 per unit for maintenance and bad debts and voids of 3% of the gross rent and management charges, with the net rent capitalisation at a rate of 4.8%

“Gross Margin” the GDV after deducting the Costs as more particularly detailed in the Viability Appraisal;

“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 and “Index Linking” shall be construed accordingly;

“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 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 (£3,465.00)(three thousand four hundred sixty five pounds) to be used for the purpose of management and monitoring any Planning Obligations that may be created by this Agreement detailed herein;

“Market Value” the market value as defined in the RICS Valuation – Global Standards (the **“Document”**), Incorporating the IVSC International Valuation Standards, published in 2019 by the Royal Institution of Chartered Surveyors (RICS) effective on 31 January 2020 and set out on pages 55 to 56 of the section headed VPS4 in Part 4 of the Document or any replacement, update or amendment of the same from time to time save in respect of any Dwellings that are Let or any part of the Development that has a non-residential use or any other part of the Land not forming part of the Development where the Council will (acting reasonably) accept the Market Value as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit and **“MV”** shall be construed accordingly;

“Maximum Contribution” shall mean the sum of £1,264,128.00(one million two hundred sixty four thousand one hundred and twenty eight pounds) together with any Inflation Increase;

“NPPF” the National Planning Policy Framework issued in December 2024 (NPPF) (as amended February 2025) being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same;

“NPPG” the National Planning Practice Guidance which provides context on the Government’s planning policies as set out in the NPPF 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 this Agreement

“Planning Obligations” shall mean the obligations of the Owner contained in Schedule 3 of this Agreement;

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

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

“Preparation Date” means the date by which in accordance with the provisions of this Agreement the Viability Appraisal is prepared and completed;

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the Completed Development prior to the Calculation Date;

“Pre Sale Element” the part, or if more than one Pre Sale occurs, all of the parts of the Development in respect of which a Pre Sale has taken place;

“Private Rental Sector Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owner will retain the whole or part of the Development;

“Private Rental Sector Investment” means a Development that will deliver new-build homes for the private rental market, with all or some of the Dwellings to be retained by the Owner as an investment;

“Professional Fees” means all of the costs of those third parties (including but not limited to their agents, contractors, professional advisors and technical consultants) that have agreed with the Owner or other relevant third party to provide services in relation to i) the Application, ii) construction and iii) sale of the Development provided that they have been Reasonably and Properly Incurred.

“Profit Level” means when the Gross Margin is equivalent to 20% of the GDV (for open market sale); or in respect of a Pre Sale when the Gross Margin is equivalent to 17.5% of the GDV;

“Reasonably and Properly Incurred” shall mean in respect of costs incurred in developing the Site and in respect of Sales Incentives only those costs that a competent and reputable developer of land would reasonably expect to incur;

“Regulations” means the Community Infrastructure Levy Regulations 2010;

“Resident Parking Scheme (RPZ)” a scheme within the vicinity of the Site whereby parking within the area covered by the scheme during the period within which the restrictions under the scheme operate is restricted to residents that hold a permit issued to them under the scheme;

“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;

“Residential Units” means the 42 units of residential accommodation to be provided as part of the development and “Residential Unit” will be construed accordingly.

“RICS” the Royal Institution of Chartered Surveyors;

“RICS Guidance” means the RICS guidance note entitled “Assessing viability in planning under the National Planning Framework 2019 for England” 1st Edition, March 2021 or any replacement, update or amendment of the same and the RICA professional standard headed “Financial viability in planning: conduct and reporting” 1st edition dated May 2029 and effective from 1 September 2019 or and any replacement, update or amendment of the same; **“Site”** the property described in Schedule 1 as the Site and shown for the purposes of identification only edged red on the Plan and which shall be the

land against which the planning obligations contained in Schedule 3 that have been entered into by the Owner may be enforced against;

“Tax Relief” means any tax concession or relief provided only in relation to the Development and the construction of the same excluding any tax concessions or relief (including but not limited to Contaminated Land Tax Relief or its replacement) granted as a result of any remediation of contamination or anything similar on the Site;

Viability Appraisal a written appraisal to assess the Gross Margin required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement. The format of the Viability Appraisal shall take the form of the Viability Report detailed in Schedule 5 and **“VA”** shall be construed accordingly. The VA must include as part of the VA any documentation the Council, acting reasonably, may in writing request be provided as part of it in order to assist the Council when reviewing the VA. The VA must comply with the requirements set out in the RICS Guidance;

“Viability Assessment Fee” a reasonable and properly incurred fee of up to £10,000 (ten thousand pounds) to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment;

“Viability Payment” a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall be capped so that it shall not exceed the Maximum Contribution. The Viability Payment will be payable within the timescale set out in the provisions contained in Schedule 3;

“Viability Report” the form in Schedule 5 setting out the required inputs for the Viability Appraisal and the percentage values that are to be applied to various inputs as detailed in Schedule 5;

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

- 1.2 The Clause headings do not affect this interpretation.
- 1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.
- 1.4 References to any statute or statutory provision include reference to:
 - 1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5 Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6 References to any party in this Agreement shall include the successors in title of that party. In addition, references to the Council shall include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.
- 1.7 “Including” means “**including, without limitation**”.
- 1.8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. **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 in so far as they apply

to the Owner shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3. **CONDITION PRECEDENT**

This Agreement is conditional upon the grant of the Planning Permission save for the provisions of Clauses 9, 11,, 15, 19 and 20 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 the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5. **THE OWNER COVENANTS**

The Owner on behalf of itself and any person deriving title to any part of the Site, from the Owner hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations contained in this Agreement including those obligations set out in Schedule 3 and hereby agree that the Site shall be permanently subject to the obligations, restrictions and provisions specified in Schedule 3, 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 or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner.

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor then an Expert or Chartered Surveyor shall be appointed on the application of any of the parties to the President for the time being of the Royal Town Planning Institute or in respect of a dispute relating to the Viability Appraisal on the application of the Council or the Owner to the President of the Royal Institution of Chartered Surveyors as applicable.

7.3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert 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 or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in the relevant timescales for the submission of representations and what manner all the costs of the referral shall be paid.

8. **WAIVER**

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

9. CHANGE IN OWNERSHIP & LIABILITY

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

9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site or Adjacent Site, whichever is applicable, but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site..

9.3 The Owner warrant that no person other than the Owners has any legal or equitable interest in the Site and the Owner shall hereby indemnify the Council in respect of any loss that arises should there be any breach of this warranty.

10. COUNCIL'S CONSENT OR APPROVAL

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

11. LOCAL LAND CHARGE 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 Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety issue written confirmation thereof and thereafter cancel all related entries in the register of local land charges and in the land registry.

- 11.3 The reasonable costs of cancellation pursuant to clause 11.2 above shall be met by the Owner if requested by the Council.

12. NON-PROHIBITION ON DEVELOPMENT

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

13. THE CONTRACTS ACT

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

14. COMMUNICATION

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

14.1.1 to the Council and addressed to the Director at the Council's address first above written;

14.1.2 to the Owner, and the Mortgagee respectively at their registered office addresses;

15. FEES

- 15.1 The Owner shall pay to the Council on the date of this Agreement:

15.1.1 its legal fees reasonably and properly incurred in preparation of this Agreement;

15.1.2 the Management Fee

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

- 15.3 When submitting of the Viability Appraisal, the Owner shall pay to the Council the Viability Assessment Fee within 10 (ten) Working Days of their receipt from the Council of an invoice detailing the amount.

16. DECLARATIONS

It is hereby declared that this Agreement shall not be enforceable against any owner, occupier, or tenant of any individual Dwelling or the successors in title of any such person or mortgagee or any person deriving title therefrom

17 MORTGAGEE

- 17.1 The Mortgagee consents to this Agreement being entered into with the intention that, notwithstanding section 104 Law of Property Act 1925, its interest in the Site will be bound by the terms of this Agreement as if it had been executed and registered as a local land charge before the execution of the registered charge.

- 17.2 Notwithstanding clause 17.1 the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Land or any part of it.

18 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.

19. JURISDICTION

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

20 COMPLETION

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

21 VIABILITY

The Owner and the Council agree that in respect of the preparation of any Viability Appraisal required to be submitted by the Owner in accordance with the provisions of this Agreement:

21.1 the cost input when assessing the Agreed Land Value of the Site upon its acquisition by the Owner is to be fixed at either the Benchmark Land Value of £984,00.00 (nine hundred and eighty four thousand pounds) or the Actual Land Value for the Site, whichever is the lower.

21.2 any Viability Appraisal will detail that the whole of the Development is the subject of the Viability Appraisal and will calculate the Gross Margin on that basis. For the purpose of ascertaining the Profit Level the VA will detail whether the whole or part of the Development is the subject of a Pre Sale and if part will detail the specific Dwellings that are the subject of each and every Pre Sale that has been entered into on or before the Calculation Date so that they may be assessed at the relevant level of Gross Margin which shall be equivalent to 20% of the GDV on open market sales and 17.50% of the GDV in all other cases;

21.3 any VA not by way of limitation shall include and confirm the GDV and the Costs and the matters referred to in Clause 21.1 and 21.2

21.4 within 10 (ten) Working Days of any applicable Calculation Date the Owner shall confirm in writing to the Council whether the Development was subject to a Pre Sale and provide the Council with a copy of the VA for agreement by the Council;

21.5 when it has received the VA the Council will provide the Owner with a written acknowledgement of service within 10 (ten) Working Days of the date that it receives the VA;

21.6 within 40 (forty) Working Days (or such extended period agreed in writing by the parties) of its receipt of the VA and of the Viability Assessment Fee the Council

shall (acting reasonably) give written notice to the Owner detailing any further or amended documentation that the Owner must provide in writing to the Council before the VA can be accepted by the Council as the FVA;

21.7 if the Council make a request pursuant to clause 21.6 then within 10 (ten) Working Days of the date of that request the Owner shall provide the Council with written copies of the documentation or amended or supplementary documentation, whichever is applicable, requested;

21.8 within 30 (thirty) Working Days of its receipt of the documentation referred to in clause 21.7 or in the event that no further documentation is requested by the Council pursuant to clause 21.6 within 40 (forty) Working Days of the receipt of the VA and the Viability Assessment Fee the Council shall give written notice to the Owner confirming whether or not it accepts that the VA is in FVA form

21.9 if the Council notifies the Owner pursuant to clause 21.8 that it accepts that the VA is in FVA form it shall within 40 (forty) Working Days of such notice being given give further written notice to the Owner either:-

21.9.1 stating that it approves the FVA, or

21.9.2 correcting or challenging any of the amounts or conclusions included in the FVA and giving details of the disputed amounts or conclusions.

21.10 in the event that the Council notifies the Owner pursuant to clause 21.8 that it does not accept the VA is in FVA form or pursuant to clause 21.9 that it does not approve the FVA then in either case the service of such notice shall be treated as a viability dispute ("Viability Dispute")

21.11 if a Viability Dispute arises then the Owner and the Council shall use reasonable endeavours to resolve the Viability Dispute so that the Council may approve the FVA provided always that at any time after a Viability Dispute arises either the Council or the Owner may refer the Viability Dispute to the Chartered Surveyor, in accordance with the provisions of clause 7, with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination:-

- in the case of a Viability Dispute pursuant to clause 21.8 as to whether the documentation in dispute is reasonably required to enable the Council to carry out its review of the VA and as to the content and form of that documentation that the Council can reasonably expect to receive which the parties agree will be final and binding upon them (save for manifest error); or

- in the case of a Viability Dispute pursuant to clause 21.9 a written determination of the correct VA, which the parties agree will be final and binding upon them (save for manifest error);

21.12 if the Council does not serve notice on the Owner pursuant to clauses 21.6, 21.8 or 21.9 within the timescales set out in the respective clauses then the Council shall be deemed to have agreed the Viability Appraisal.

22. SECTION 111 COVENANT and RESTRICTION ON TITLE

22.1 The Owner covenant with the Council pursuant to section 111 of the Local Government Act 1972 and all other enabling legislation that they will notify all potential tenants and occupiers of the Development in writing prior to Occupation that (save for Disabled Badge Holders) they will not be eligible to apply for a parking permit under the Resident Parking Scheme.

22.2 That all material used for advertising or marketing the residential units for letting or sale will notify prospective owners and occupiers that they will not be entitled to apply for a Parking Permit.

22.3 That in respect of every assigned transfer or otherwise provided in respect of a Residential Unit the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Residential Unit):

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of plot No. [] / the terms of years hereby granted] hereby covenant with the transferor and separately with the Manchester City Council (“the Council”) not to apply for nor knowingly permit and application to be made by any person residing in the premises to the Council for a parking permit (save for the display of badges on motor vehicles used by disabled persons issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) and if such permit is issued then it shall be surrendered within seven (7) days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999 section 1”

22.4 That prior to or upon completion of this Agreement the Owner shall provide the Council with completed Land Registry form RX1 (or any subsequent revisions amendments or replacements of the same) signed by the Owner and thereby authorising the Council to register a restriction in standard form L at the Land Registry against their interests in the Site in the following terms:

“No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a certificate signed by a Solicitor that the provisions of Clause 22.3 of a Section 106 Agreement dated _____ made between (1) The Council of the City of Manchester (2) Venture MCR Limited have been complied with or that they do not apply to the disposition.”

22.5 The Council will insert the date of completion of this Agreement into the section of the Form RX1 detailing the wording quoted above following that completion;

22.6 Prior to or upon completion of this Agreement the Owners will provide the Council with a cheque to cover the cost of registering the form RX1 at the Land Registry.

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

SCHEDULE 1

The Site

Land at 98 Wilmslow Road, Manchester M14 5AL 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 Patrick Sheridan
Views Holdings Limited
First Floor Suite 1
Blenheim Court
Carrs Road
Cheadle
SK8 2JY

Agent (if used)

Miss Louisa Fielden
AshtonHale
11 Riverview
Embankment Business Park
Vale Road
Stockport
SK4 3GN

Part 1 – Particulars of the application/development

Proposal: Erection of a 4 storey building to form 42 no. residential units (Use Class C3) with ground floor commercial restaurant / cafe and retail units (Use Class E and sui generis), car parking, cycle parking and associated infrastructure following the demolition of the existing building on site.

Location: 98 Wilmslow Road, Manchester, M14 5AL

Date of application: 28 November 2023

Application number: 138662/FO/2023

Part 2 – Particulars of decision

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

Article 35 Declaration

The application has been determined in a positive and proactive manner. In this instance revisions were requested from the applicant to address concerns, amended drawings and supporting information were received and appropriately worded conditions are proposed.

Condition(s) attached to this decision

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

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

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

A454_P_310C 'Proposed Elevation A'

A454_P_412C 'Proposed Section CC'

As received by the City Council as local planning authority on the 23rd May 2024

A454_P_002E 'Block Plan';

A454_P_100M 'Proposed Ground Floor Plan';

A454_P_101G 'Proposed First Floor Plan';

A454_P_102E 'Proposed Second Floor Plan';

A454_P_103E 'Proposed Third Floor Plan'

A454_P_105E 'Proposed Roof Plan';

A454_P_312D 'Proposed Elevation C';

A454_P_313C 'Proposed Elevation D';

A454_P_314C 'Proposed Elevation E & F';

A454_P_110C 'Servicing Plan';

Transport Statement Addendum 77540-CUR-XX-XX-T-TP-00003 (Rev P02)

All as received by the City Council as local planning authority on the 22nd April 2024

Viability Assessment February 2024 prepared by Roger Hannah as received by the City Council as local planning authority on the 12th March 2024

A454_P_400B 'Site Section AA'

A454_P_401B 'Site Section BB'

77540-CUR-XX-XX-T-TP-00002-P03 INTERIM TRAVEL PLAN

Phase 1 - Preliminary Risk Assessment prepared by bEK Enviro Ltd Report Ref: BEK-21992-1 January 2022

Flood Risk Assessment and Drainage Strategy Ref: 079842-CUR-XX-XX-RP-C92000-P01-FRADS Revision: V01 Issue Date: 10 February 2022

Preliminary Ecological Appraisal & Potential Bat Roost Survey - Ref: BEK-21992-2

Noise impact assessment 11255.1 -10th November 2023 Revision C

Television and Radio Reception Impact Assessment Issue 1.0

Odour Impact Assessment Reference: 4905-1r3 Date: 21st November 2023

Environment Standards Report November 2023 ref 2021.229

Crime Impact Statement Version A 14.02.2022 Ref 2016/0813/CIS/03

Air Quality Assessment Reference: 4905r3 Date: 21st November 2023

All as received by the City Council as local planning authority on the 28th November 2023

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 above ground works shall commence unless and until samples and specifications of all materials to be used on all external elevations of the development

have been submitted to and approved in writing by the City Council as local planning

authority. The development shall be carried out in accordance with the agreed details.

Reason - To ensure that the appearance of the development is acceptable to the City

Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

4) Prior to the commencement of demolition/development, a construction management and demolition plan outlining working practices during development shall be submitted to and approved in writing by the City Council as Local Planning Authority, which for the avoidance of doubt should include:

- A Dust Management Plan;
- Identify measures to control dust and mud, including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period;
- The routing of construction traffic;
- Detail the vehicular activity associated with the construction including appropriate swept path assessment;
- Compound locations where relevant;
- Details of the location and arrangements for contractor parking;
- Detail of an emergency contact telephone number to be displayed at the site;
- Loading and unloading of plant and materials;
- Storage of plant and materials;
- Timescales for the completion and scope of a highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site;
- Site working hours.

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

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.

Reason - To safeguard the amenities of nearby residents pursuant to policies SP1, EN19 and DM1 of the Manchester Core Strategy.

5) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The 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).

6) a) Before the development hereby approved commences, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as local planning authority. The Preliminary Risk Assessment shall conform to City Council's current guidance document (Planning Guidance in Relation to Ground Contamination).

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 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.

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and prior to first use/ occupation a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority. In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development in each phase is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

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

7) No development (excluding demolition) shall take place until surface water drainage scheme in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards have been submitted to and approved in writing by the Local Planning Authority. The submitted scheme shall include the following:

- A finalised drainage layout showing all components, outfalls (maximum 5l/s), levels, and connectivity;

- Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable;

- Runoff volume in the 1 in 100 year, 6 hours rainfall shall be constrained to a value as close as is reasonable practicable to the greenfield runoff volume for the same event, but never to exceed the runoff volume from the development site prior to redevelopment;

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

- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey

the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site;

- Progression through the drainage hierarchy shall be evidence based and supported by site investigation. Results of ground investigation carried out under Building Research Establishment Digest 365. Site investigations should be undertaken in locations and at proposed depths of the proposed infiltration devices. Proposal of the attenuation that is achieving half emptying time within 24 hours. If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative

surface water disposal routes (as follows) is required.

- Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance

of proposed flows and/or new connection will suffice;

- Hydraulic calculation of the proposed drainage system, including all engineering parameters;

- Construction details of flow control and SuDS elements.

The development shall be carried out in accordance with the agreed details.

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

8) a) Prior to the commencement of development a scheme for acoustically insulating the proposed development against noise from Wilmslow Road, Grandale

Street and nearby commercial premises shall be submitted to and approved in writing by local planning authority.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation scheme shall be completed before any of the dwelling units are occupied.

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

Reason - To safeguard the amenity of nearby residential properties and to insulate the proposed residential accommodation against noise from Palatine Road pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and Policies DM1 and SP1 of the Manchester Core Strategy and national policy contained within the NPPF.

9) a) Fumes, vapours and odours shall be extracted and discharged from the retail units (class E and sui generis) in accordance with a scheme to be submitted to and approved in writing by the City Council as local planning authority before the use commences.

Mixed use schemes shall ensure provision for internal ducting in risers that terminate at roof level. Schemes that are outside the scope of such developments shall ensure that flues terminate at least 1m above the eave level and/or any openable windows/ventilation intakes of nearby properties.

b) Prior to commencement of the use hereby approved confirmation shall be submitted for the approval of the City Council as local planning authority that the approved scheme has been implemented.

Reason - In the interests of the amenities of occupiers of nearby properties pursuant to Core Strategy policy DM1.

11) a) Within three months of the commencement of development a scheme for the storage and disposal of refuse for the residential apartments hereby approved shall be submitted to and approved in writing by the City Council as local planning authority.

b) Within three months of the commencement of development a scheme for the storage and disposal of refuse for the ground floor commercial units hereby approved shall be submitted to and approved in writing by the City Council as local planning authority.

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

Reason - In the interests of amenity and public health pursuant to policy DM1 of the Core Strategy.

12) Within three months of the commencement of development a scheme for biodiversity enhancements to be included within the development: comprising the provision of bat and bird boxes, and a sedum roof together with the timescales for its implementation and the ongoing management of the sedum roof, shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out and managed in accordance with the agreed scheme.

Reason - To enhance the biodiversity of the site pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012).

13) The external roof space including the sedum roof to the building hereby approved shall not be used for amenity purposes for occupiers of the development (other than the external terraces as identified on the approved plans of the first floor), with access to the external roof space only being for the purposes of maintenance and management.

Reason – In the interests of residential amenity pursuant to policy DM1 of the Core Strategy.

14) Prior to first occupation of the development hereby approved, the City Council as Local Planning Authority must acknowledge 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 Manchester Core Strategy and to reflect the guidance contained in the National Planning Policy Framework.

15) The development hereby approved shall not be occupied until details of the implementation, maintenance and management of a sustainable drainage scheme have been submitted to and approved by the Local Planning Authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- A verification report providing photographic evidence of construction as per design drawings;
- As built construction drawings if different from design construction drawings;
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason - To prevent the increased risk of flooding, to improve and protect water quality and ensure future maintenance of the surface water drainage system, pursuant to policy EN17 of the Manchester Core Strategy.

16) Prior to occupation of the development hereby approved, full details of all necessary off-site highway works to be implemented via a S.278 agreement shall be submitted to and approved in writing by the City Council as Local Planning Authority and be implemented in accordance with a timescale to be agreed by the City Council as Local Planning Authority. Such works should include:

- Required amendments to TRO's
- Details of all proposed vehicular and pedestrian accesses, associated tactile paving, dropped kerbs etc
- Reinstatement of redundant accesses
- Amendments to parking bays on Grandale Road

The development shall not be occupied until all the necessary off-site highway works have an agreed timescale for implementation. The development shall only be occupied in accordance with the agreed works.

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

17) A detailed Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority prior to first occupancy of the residential and/or retail units hereby approved. In this condition a Travel Plan means a document which includes:

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

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (2) above shall be submitted to the City Council as local planning authority for approval. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To reduce dependency on the car travel and to promote alternative means of transport, pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

18) Prior to the first occupation of the development hereby approved, full details of electric car charging points shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be

implemented as part of the development and be in place prior to the first occupation of the apartments and retained thereafter.

Reason - In the interest of air quality pursuant to policy EN16 of the Manchester Core Strategy.

19) The approved space and facilities for bicycle parking as shown within the approved plans and documents listed in condition 2 of this decision shall be installed, retained and permanently reserved for bicycle parking for residents prior to the first occupation of the development.

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

20) The car parking area indicated on drawing numbered A454_P_100M 'Proposed ground floor plan' received by the City Council as Local Planning Authority on the 22nd April 2024 shall be surfaced, demarcated and made available for use prior to any of the residential units hereby approved being occupied. The parking areas shall be for the sole use of residential occupants of the development and their visitors and shall be available for use at all times whilst the apartments are occupied.

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

21) 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) none of the residential units hereby approved shall be used for any other purpose (including any other purpose in Class C3 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) other than the purpose(s) of C3(a).

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.

22) The residential units hereby approved shall be used only as private dwellings (which description shall not include serviced properties 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 1987 (as

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

23) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development to the apartment building hereby approved, in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

24) No part of the retail units as identified on the approved plans and details and none of the areas outside the building shall be used for the smoking of shisha by patrons of the premises at any time.

Reason - For the avoidance of doubt and to safeguard the amenities of the occupiers of existing and future nearby properties, pursuant to saved policies DC10 and DC26 of the Unitary Development Plan and policies SP1 and DM1 of the Core Strategy.

25) The retail unit with pedestrian access onto Grandale Road as shown on the approved plans shall not be used as a (sui generis) hot food takeaway use.

Reason - For the avoidance of doubt and to safeguard the amenities of the occupiers of existing and future nearby properties, pursuant to saved policies DC10 and DC26 of the Unitary Development Plan and policies SP1 and DM1 of the Core Strategy.

26) Prior to the first occupation and use of any of the ground floor retail units as identified on the approved plans, a schedule of hours of opening of each unit to be occupied shall be submitted to and agreed in writing by the City Council as local planning authority. Each unit shall be operated in accordance with the agreed details thereafter and whilst the unit is in use.

Reason – In the interests of residential amenity pursuant to saved policies DC10 and DC26 of the Unitary Development Plan and policies SP1 and DM1 of the Core Strategy.

27) Prior to the first use of the ground floor retail units hereby approved, a schedule of days and hours of operation of any external areas within the application site shall be submitted to and approved in writing by the City Council as local planning authority. The submitted details shall not allow for the use of amplified sound or any music to these external areas at any time. The operation of the retail units shall be carried out thereafter in accordance with the approved details whilst the units are in use.

Reason - In the interests of residential amenity pursuant to saved policies DC10 and DC26 of the Unitary Development Plan and policies SP1 and DM1 of the Core Strategy.

28) Deliveries, servicing and collections, including waste collections shall not take place outside the following hours: 07:30 to 20:00, Monday to Saturday, no deliveries/waste collections on Sundays/Bank Holidays.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation.

29) Within one month of the practical completion of the apartment building hereby approved or before the apartment building is first occupied, whichever is the sooner, and at any other time during the construction of the development if requested in writing by the City Council as local planning authority in response to identified Digital Satellite TV reception problems within the potential impact area as identified in the Television and Radio Reception Impact Assessment by GTech Surveys Limited a study containing the following with regard to television reception in the area shall be submitted to and approved in writing by the City Council as local planning authority:

- Assess the impact of the development on television signal reception within the potential impact area identified in the Television and Radio Reception Impact Assessment by GTech Surveys Limited against the baseline survey results.

- Identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the Baseline survey.

Any measures identified and required must be carried out either before the approved apartment building is first occupied or within one month of the study being submitted to the City Council as local planning authority, whichever is the earlier.

Reason - To ensure that the development at least maintains the existing level and quality of television signal reception, pursuant to Policy DM1 of the Core Strategy for the City of Manchester and Section 5 of the National Planning Policy Framework

30) No vegetation clearance or demolition works shall take place during the main bird nesting season (March - August inclusive) unless it can otherwise be demonstrated by a suitably qualified person that no active bird nests are present on the site, the results of the survey shall be submitted to and approved in writing by the local planning authority prior to any such works taking place.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended in order to comply with policy EN15 of the Core Strategy.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

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

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

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

You can apply online at the following address:

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

Any new external lighting must be designed in line with best practice guidelines (e.g. <https://www.bats.org.uk/our-work/buildings-planning-and-development/lighting>) to avoid impacts on nocturnal animals such as bats.

Whilst the building to be demolished has been assessed as very low risk for bats and other protected species, the applicant is reminded that under Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 it is an offence to disturb, harm or kill bats. If a bat is found 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, likewise should at any time any protected species are found or are suspected of being present on the site and adversely affected by the development, work should cease immediately and an ecologist/local planning authority should be contacted

In order to discharge the acoustic insulation of residential units condition from this decision please note that noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound

insulation measures necessary. These measurements shall be taken on Wilmslow Road and Grandale Street at an appropriate period (ie Student Term Time).

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 LAmax,F

by more than 15 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB LAeq

Gardens and terraces (daytime) 55 dB LAeq

Details regarding MHVR is required to ensure they do not exceed noise criteria.

DRAFT DECISION

Date:

Notes

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

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

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

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

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

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

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

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

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

SCHEDULE 3

THE OWNERS GENERAL COVENANTS

The Owners hereby covenant with the Council as follows:

1.

- 1.1 To notify the Council in writing within five (5) Working Days of Commencement of Development ;
- 1.2 To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the Anticipated Date of Completion of Construction of 75% (seventy five percent) of the Dwellings;
- 1.3 To notify the Council in writing within five (5) Working Days of the date on which the first Dwelling has been Occupied.
- 1.4 To comply with the provisions of Clause 21.

2.

- 2.1 In the event that a Viability Appraisal is agreed in writing by the Council or determined pursuant to the provisions contained in Clause 21 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owner shall pay to the Council the Viability Payment together with any Inflation Increase in accordance with paragraph 2.2 of this Schedule 3 **PROVIDED ALWAYS** that the sum total of the Viability Payment received by the Council shall not exceed the Maximum Contribution.
- 2.2 The Viability Payment together with any Inflation Increase shall be paid by the Owner to the Council within 21 (twenty one) Working Days of the agreement by the Council of the Viability Appraisal or if applicable within 21 (twenty one) Working Days of the Viability Appraisal being determined pursuant to the provisions contained in Clause 21.

- 2.3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to the provisions of Clause 21) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable and the obligation in this paragraph 2 of this Schedule 3 shall cease to bind the Site

3 CAR CLUB

- 3.1 The Owner shall not occupy or cause or permit Occupation of the residential units until:- :-
- 3.1.1 The Owner has entered into an agreement with the Car Club Operator to operate a Car Club from at least one Car Club Space, without charge for the Car Club Membership, and for a period of two (2) years from first Occupation of each residential unit for the first occupier(s) of each residential unit;
- 3.1.2 To provide £40.00 (forty pounds) driving credit for the first occupiers of each residential unit who become Car Club members.
- 3.2 To promote the Car Club within the Development and to notify all prospective first time occupiers of the residential units of the availability of the Car Club and provide evidence of such notifications to the Council on request.
- 3.3 To give the Council 28 Working Days written notice prior to entering into an agreement with the Car Club Operator and to provide with that notice details of the agreement, the Car Club Operator and the anticipated date of the commencement of the Car Club with the Council's approval.
- 3.4 To offer Car Club Membership to the first household to Occupy each residential unit, such offer to remain valid for 6 months from the date of the offer.

3.5 To provide the Car Club Membership to the first household to Occupy each residential unit upon explicit acceptance of the offer pursuant to 3.4 above provided the offer is accepted within 6 months of being made.

3.6

3.7

SCHEDULE 4

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

- 1 To use any Viability Payment towards the provision of offsite Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose;
2. 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;
3. In the event that any part of the Viability Payment paid to the Council has not been spent by the Council within 10 (ten) years of the date on which the Viability payment was paid to the Council the Council shall on the written request of the Owner repay to the party/person which paid the Viability Payment such unspent balance (excluding any such sums in respect of which through not yet expended the Council has contractually committed to expend) together with interest on the balance calculated from the date of payment to the Council to the date of repayment.

4. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 (twenty) Working Days of a writtern request to do so from the party/person who paid the Viability Payment to the Counil;

;
5. To issue the Planning Pemption within 2 (two) Working Days of the date hereof.

SCHEDULE 5

Site at 98 Wilmslow Road, Manchester M14 5AL

Open Market Gross Development Value (GDV) £

Open Market Net Development Value (NDV) = GDV less Sales Incentives £

GDV of Pre Sale Element (Contract to be evidenced) £

Profit Level – based upon 20% of GDV of Open Market Value	£
Profit Level – based upon 17.5% of GDV of Pre Sale Element	£
All in Build Cost – [Includes (but is not limited to) - House Build (Superstructure), Plot Costs (Incl. Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormals TBA	£allowance for the initial service disconnections, site demolition and clearance
Contingency on build costs and abnormals TBA	5% of construction cost
Professional fees on build costs and abnormals TBA	10% of total construction costs
Sales and Marketing Costs TBA	3.5% of GDV for sales and marketing, £ per unit for legal fees
Finance cost of TBA	%
Interest cost on Deposits - TBA	£
Tax Relief - TBA	£
Agreed Land Value (The Lower of 1). Benchmark Land Value set at Planning Consent Stage of £984,000 or 2). Actual Land Value – to be evidenced)	£

Agreed Stamp Duty @ the prevailing rate	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL COSTS	
Surplus = NDV - Costs	
VIABILITY PAYMENT –	

NB – Viability Payment Cannot Exceed the Maximum Contribution

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

AUTHORISED SIGNATORY

Executed as a Deed by **VENTURE MCR LIMITED (Co. Regn. No. 10634163)**

acting by a director in the presence of)

a witness)

Signature of director

Witness signature

Name

Occupation

Address

.....

.....

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Executed as a Deed by **TOGETHER COMMERCIAL FINANCE LIMITED (Co. Regn. No. 2058813)**

acting by a director in the presence of)

a witness)

Signature of director

Witness signature

Name

Occupation

Address

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