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Viadux Phase 2 Heads of Terms

This note has been prepared by Deloitte to set out proposed Heads of Terms to underpin the Section 106 legal agreement to be agreed in relation to the proposed development as part of Viadux Phase 2.

The full detail of items that may be included in the S106 will be agreed between the Applicant and the Council prior to determination of the application. At this stage, it is envisaged that the S106 will cover the following items:

- Commitment to the delivery of the Affordable Housing Units (Plot 2b).
- Retention of Affordable Housing Units for no less than 125 years.
- Retention of private waste management.

1 The Site

The Site is bounded by the Manchester Central Conference Complex and Great Northern Warehouse to the north, Albion Street to the east, the Deansgate Castlefield Metrolink station and Deansgate Locks to the south, and the Beetham Tower to the west. It extends to 1.49 ha.

Viadux Phase 1 is located in between Plot 2a (to the east) and 2b (to the west) and delivers 375 new homes. This development completed in Summer 2024. This building does not form part of the Site and is 'carved out' of the application red line boundary.

Part of the Site comprises the Grade II Listed Castlefield Viaduct and Bridge.

2 The Proposed Development

The Proposed Development comprises Phase 2 of the Viadux project, comprising:

- **Plot 2a:** a 76-storey residential and hotel tower comprising 452 apartments (Use Class C3), Residents' amenity spaces and 160 bed hotel (Use Class C1) with associated bar and restaurant.
- **Plot 2b**: a 23-storey residential building accommodating 133 affordable apartments (Use Class C3) and 198 sq m flexible commercial units (Use Class E) opening onto the top of the viaduct.

The formal Description of Development for the Full Planning Permission and Listed Building Consent are:

> *"Full Planning Permission for the phased construction of 2 buildings to include: a tall mixed-use building to include residential (Use Class C3) and hotel with associated bars and restaurant (Use Class C1) (Plot 2a), a second tall building with residential accommodation (Use Class C3) with flexible commercial units (Use Class E) (Plot 2b), landscaping and public realm, servicing, drainage and access arrangements, highways alterations, and other associated works."*

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"Listed Building Consent for alterations to Castlefield Viaduct structure including alterations and creation of openings to facilitate structural works, localised removal of masonry, creation of basement and part removal of Great Bridgewater Street Bridge in association with the erection of two buildings."

In line with Policy H8 of the Core Strategy these Heads of Terms relate to the provision of affordable housing on the Site.

3 S106 Heads of Terms

The following stipulations form the basis of the proposed Heads of Terms for the application.

3.1 Affordable Housing Units

The units within Plot 2b to be constructed fitted out and occupied exclusively as Affordable Housing.

3.2 Affordable Housing Scheme

The scheme for the provision of the Affordable Housing Units including tenure, details of the specification of the units, management and maintenance as agreed by a Registered Provider.

3.3 Owner's Commitment

To submit to the City Council the Affordable Housing Scheme [date to be confirmed]

To commence all works of construction to make the Affordable Housing Units suitable for occupation as Affordable Housing within 2 years of the commencement of development of Plot 2a and thereafter to proceed with and complete such works and fitting out in a good and workmanlike manner using good quality materials to the reasonable satisfaction of the Council (as demonstrated by written notification to that effect) in accordance with the specification approved the Affordable Housing Scheme.

To ensure that the Affordable Housing Units are transferred to the Registered Provider within 12 months of the first occupation of Plot 2a.

To ensure that the Affordable Housing Units shall not be otherwise used, occupied and shall be retained for a term of no less than 125 years for Affordable Housing Units.

4. Waste Management

All waste from the residential units and associated residents' amenity spaces will be collected at an appropriate level to meet demand by a private waste management company at the sole cost of the owner/operator of the building. The management company will administer these commercial arrangements.

This arrangement will be maintained in perpetuity, unless otherwise agreed in writing with the Local Planning Authority.