DATED 26 April 2024

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

PLYMOUTH GROVE PROPERTY DEVELOPMENTS LTD

Agreement

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to Land bounded by Plymouth Grove and Dryden Street, Manchester

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

L/BH/PLA001/84060

THIS AGREEMENT is entered into the 26th day of April 2024

BY:

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

(2) **PLYMOUTH GROVE PROPERTY DEVELOPMENTS LTD** (incorporated in England with company number 11054843) whose registered office is at Unit 4m Crossley Park, Crossley Road, Stockport, SK4 5BF (the "**Owner**")

BACKGROUND

A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom any obligations hereby created are enforceable The Development will be carried out on the Site and adjacent land The Site is situated within the Administrative Boundaries of Manchester and any planning obligation created by this Agreement is enforceable by the Council.

B The Owner is the freehold owner of part of the Site registered at the Land Registry with Title Absolute under Title Number LA36903 together with but subject to all matters contained or referred to in the Title Registers thereunder. The Owner is the leasehold owner of the balance of the Site registered at the Land Registry with Title Absolute under Title Number MAN306037 together with but subject to all matters contained or referred to in the Title Registers thereunder. The Council is the freehold owner of the part of the Site in which the Owner has its leasehold interest registered under Title Number MAN306037. The Council is not entering into the planning obligations contained in this Agreement.

C The Owner submitted the Application 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 The parties hereto have entered into this Agreement in order to consent to and be bound by the provisions of this Agreement.

E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted The

Council resolved on 15 February 2024 that it was minded to grant the Planning Permission (as herein defined) subject to completion of this Agreement

F The Council has recognised the difficulty faced by lower income groups in Full Time Higher Education attending at Manchester Higher Education Institutions in sourcing affordable accommodation within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to provide Discounted Student Accommodation within the Administrative Boundaries of Manchester in the manner hereinafter appearing The Council is satisfied that the provision of Discounted Student Accommodation 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

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,

"Administrative Boundaries of Manchester" all the wards that together comprise the city of Manchester,

"Agreement" means this agreement,

"All Reasonable Endeavours" means that it is agreed by the parties hereto that the party under such an obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such commercially prudent efforts and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect, in the case of the Owner, of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development, and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions,

"Application" the application to which the Council gave the reference 138294/FO/2023 for planning permission for the erection of a part six storey, part eight storey building for use as purpose built student accommodation (PBSA) (Sui Generis) comprising 263 bed spaces, with associated amenity space, cycle parking, external landscaping, access and other associated works,

"Architect" means DAY Architectural Ltd of Lancaster House, 77 Deansgate, Manchester, M3 2BW

"Chargee" shall mean any mortgagee, chargee or other financial institution of the Owner or a Security Trustee or receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or any successors in title thereof,

"Chargee's Duty" the tasks and duties set out in paragraph 4 of Schedule 3

"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 Student Accommodation Units for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same or, if the Council, acting reasonably, considers that the completion of construction of the relevant number of Student Accommodation Units has occurred but it has not received the notice confirming completion in accordance with the provisions of this Agreement shall mean the date that the Council notifies in writing to the Owner that the said completion of construction is to be deemed to have taken place for the purposes of this Agreement and **"Completed"** and "Completion" shall be construed accordingly,

"Construction Period" means the period from the carrying out of the first Material Operation to the date of Practical Completion of the Development,

"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;

"Director" the Council's Director of Planning, Building Control and Licensing,

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

"Discounted Student Accommodation Statement" the written statement detailing the provision of the Discounted Student Accommodation and set out in Schedule 5 that is required to have been approved in writing by the Council,

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

"**Eligible Student**" means a student enrolled in a Full Time Higher Education Course at a Manchester Higher Education Institution in receipt of the full amount of Maintenance Loan or as otherwise agreed in writing by the Council,

"**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,

"**Full Time Higher Education Course**" means a full time course at level 4 or higher of the national qualification frameworks for England (in place as at 1 July 2023 or any amendment or replacement thereof) of a duration of at least 24 weeks in a single academic year running from 1 September to 31 August and consisting of 3 terms across 2 semesters,

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

"**Local Development Framework**" means the development plan documents and supplementary planning documents setting out guidelines for spatial development in Manchester;

"**Local Plan**" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

"**Maintenance Loan**" means the maximum level of maintenance loan for a student studying outside London and not living with parents published by Student Finance England (or any replacement body) for the academic year commencing in the September following the date of this Agreement and as amended for every subsequent academic year or such other loan or successor loan scheme as may replace it or any other measure as otherwise agreed in writing by the Council,

"Management Fee" shall mean 15% of the planning application fee which equates to four thousand seven hundred and thirty two pounds and ninety five pence (£4,732.95) to be used for the purpose of management and monitoring any Planning Obligations that may be created by this Agreement as detailed herein,

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

"Market Student Accommodation" means accommodation that is made available to rent to students at a market rent;

"**Market Student Accommodation Unit**" means a single or dual Student Accommodation Unit that is also Market Student Accommodation and "Market Student Accommodation Units" shall be construed accordingly;

"**Nomination Agreement**" means an agreement between the Owner and a Manchester Higher Education Institution that has been approved in writing by the Council which allows the Manchester Higher Education Institution to access the Discounted Student Accommodation Units within the Development for the purposes of letting them to Eligible Students,

"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 Discounted Student Accommodation Units and/or the Market Student Accommodation Units or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly,

"Plan" the plan attached to this Agreement,

"Planning Obligations" shall mean the obligations of the Owner specified in Schedule 3 and Schedule 5;

"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,

"Premium Studio Unit" means a self-contained occupation accommodation unit designed for occupation by two people and "**Premium Student Units**" shall be construed accordingly,

"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 and which shall be the land against which the planning obligations contained in Schedule 3 and Schedule 5 may be enforced against,

"Student Accommodation Unit" a unit of student accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and "Student Accommodation Units" shall be construed accordingly;

"Studio Unit" means a self-contained single bedroom accommodation unit and **"Studio Units"** shall be construed accordingly;

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

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

3. **CONDITION PRECEDENT**

This Agreement is conditional upon the grant of the Planning Permission save for the provisions of Clauses 9, 11, 15, 16 and 17 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 the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5. **THE OWNER'S COVENANTS**

The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3 and Schedule 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified in Schedule 3 and Schedule 5, 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 or Chartered Surveyor 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 or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in 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 written notice as soon as reasonably practicable of any change in ownership of any of its 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 if it disposes of its interest in part or parts of the Site in respect of the part or parts thereof disposed of 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 warrants that no person other than the Owner has any legal or equitable interest in the Site and the Owner hereby indemnifies 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**

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 its 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.

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 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.

16 **JURISDICTION**

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

17. **COMPLETION**

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

18 DECLARATIONS

18 1 It is hereby declared that this Agreement shall not be enforceable against any owner, occupier, or tenant of any individual Student Accommodation Unit or the successors in title of any such person or mortgagee or any person deriving title therefrom or against a Chargee or any successor in title thereto provided the Chargee has first complied with the Chargee's Duty set out in paragraph 4 of Schedule 3

18 2 Although the security of any future charges or mortgages over the Site shall take effect subject to this Agreement it is agreed that save in respect of the Chargee's Duty any future chargee or mortgagee from time to time having the benefit of a charge or mortgage of or on any part or parts of the Site shall otherwise have no liability under the Planning Obligations contained in this Agreement unless and until such chargee or mortgagee has entered into possession of the Site or any part thereof

19. INTEREST

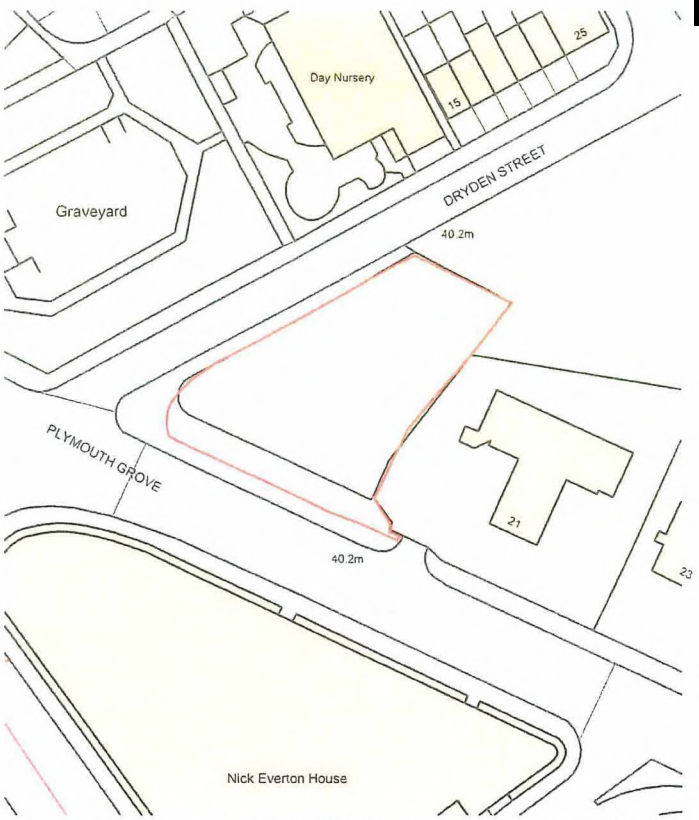
If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received

SCHEDULE 1

The Site

Land bounded by Plymouth Grove and Dryden Street, Manchester and shown for the purposes of identification only edged red on the Plan

[redacted]



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GENERAL NOTES:

DAY Architectural Ltd accepts no responsibility for any costs, losses or claims whatsoever arising from these drawings, specifications and related documents unless there is full compliance with the Client or any unauthorised user of the following:

1. All boundaries, dimensions and levels are to be checked on site before construction and any discrepancies reported to the Architect / Designer.
2. Partial Service: Any discrepancies with site or other information is to be advised to the Architect / Designer and direction and / or approval is to be sought before the implementation of the detail.
3. Block and site plans are reproduced under license from the Ordnance Survey.
4. Do not scale this drawing.
5. For the purpose of coordination, all relevant parties must check this information prior to implementation and report any discrepancies to the Architect / Designer.

Please note that the red line boundary has been taken from the topographical survey and the title deed as it deviates from the OS maps data.

The red line area is inclusive of leased land.

0 5 10 20 50m

Graphic Scale: 1:1250

REV	DESCRIPTION	DATE
C	Issued for Information	21.03.24
B	Issued for Information	12.03.24
A	Issued for Information	07.03.24

DRAWING: Site Location Plan

PROJECT	SCALE	PAPER SIZE
The Residence at Plymouth Grove, Ardwick	1:1250	A4
CLIENT: Plymouth Grove Property Developments Ltd	DATE: 07.03.24	DRAWN BY: JRB
DAY DRAWING No.: DAY-XX-00-DR-A-02-0002	REVISION: C	PROJECT No.: 1441-22

DRAWING STATUS: INFORMATION

Information contained on this drawing is the sole copyright of DAY Architectural Ltd and is not to be reproduced without their permission.

DAY Architectural Ltd.
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SCHEDULE 2

Draft Planning Permission

MANCHESTER CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant	Agent (if used)
Plymouth Grove Property Development Ltd C/o Agent	Mr Ed Harvey Avison Young 11 York Street Manchester M2 2AW

Part 1 – Particulars of the application/development

Proposal Erection of a part six storey, part eight storey building for use as purpose built student accommodation (PBSA) (Sui Generis) comprising 263 bed spaces, with associated amenity space, cycle parking, external landscaping, access and other associated works

Location Land At Plymouth Grove, Manchester

Date of application 10 October 2023

Application number. 138294/FO/2023

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application Pre application advice has been sought in respect of this matter where early discussions took place regarding the siting/layout, scale, design and appearance of the development along with other matters. The proposal is considered to be acceptable and therefore determined within a timely manner

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:

Drawings

DAY-XX-00-DR-A-04-0001 Rev A, DAY-XX-XX-DR-A-04-0002 Rev A, DAY-XX-XX-DR-A-04-0003 Rev A, DAY-XX-XX-DR-A-04-1001 Rev A, DAY-XX-XX-DR-A-04-1002 Rev A, DAY-XX-XX-DR-A-04-2001 Rev A, 4353-101 Rev. B, 4353-201, 4130-KIN-XX-GF-DR-E-9600 and Rev. P1, 5571 P1 received by the City Council, as Local Planning Authority, on the 10 October 2023

Supporting information

Design and Access Statement, including - Waste Management Plan, - and, - Servicing Strategy prepared by DAY Architects, Planning Statement, including: - Statement of Community Involvement Chapter prepared by Avison Young, Air Quality Assessment prepared by Redmore, Archaeological DBA prepared by Paul Butler Associates, Broadband Connectivity Assessment prepared by GTech, Circular Economy Statement prepared by Quinn Ross Framework Construction Management Plan prepared by Recom, Crime Impact Statement prepared by GMP, Flood Risk Assessment prepared by XO Square, Drainage Design Technical Note prepared by XO Square, Fire Statement prepared by EOW, Ecological Assessment, including BNG prepared by Rachel Hacking, Energy Statement prepared by Kings Associate, Heritage Assessment prepared by Paul Butler Associates, Landscape Design Statement prepared by TPM, Landscape Operational Management Plan prepared by Fresh, Local Labour Agreement prepared by Avison Young, Site Investigation Report (Phase 1) prepared by E3P, UXO desk Study prepared by Zetica, Student Need Assessment prepared by Cushman and Wakefield, Transport Statement (inc Travel Plan) prepared by Eddisons, Arboricultural Impact Assessment prepared by Lally TM, Arboricultural Method Statement prepared by Lally TM and TV and Radio Reception Survey prepared by GTech received by the City Council, as Local Planning Authority, on the 10 October 2023

Acoustic Survey (Reference 50-834-R1-3) prepared by E3P received by the City Council, as Local Planning Authority, on the 6 December 2023

Email from Avison Young received on the 23 November 2023

Daylight Sunlight Assessment prepared by Base Energy received by the City Council, as Local Planning Authority, on the 8 January 2024

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

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

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

4) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained with the Arboricultural Impact Assessment prepared by Lally TM, Arboricultural Method Statement prepared by Lally TM received by the City Council, as Local Planning Authority, on the 10 October 2023; and paragraphs (a) and (b) below

shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)
(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.
(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority

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

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

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

6) Prior to the commencement of the development, a detailed construction management plan outlining working practices for that plot of development shall be submitted to and approved in writing by the Local Planning Authority

For the avoidance of doubt the construction management plans shall include.

- Display of an emergency contact number,
- Communication strategy with residents;
- Details of Wheel Washing,
- Dust suppression measures;
- Compound locations where relevant,
- Location, removal and recycling of waste,
- Routing strategy and swept path analysis,
- Parking of construction vehicles and staff; and
- Sheeting over of construction vehicles.

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment Membership of the Considerate Constructors Scheme is highly recommended

The development shall be carried out in accordance with the approved construction management plans for the duration of the demolition and construction parts of the development.

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (July 2012).

7) a) Prior to the commencement of the development, details of a Local Labour Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of that plot 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 relevant plot of the development

In this condition a Local Labour Proposal means a document which includes

i) the measures proposed to recruit local people including apprenticeships
ii) mechanisms for the implementation and delivery of the Local Labour Proposal
iii) measures to monitor and review the effectiveness of the Local labour Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work for the development being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012)

8) Prior to the commencement of the development, all material to be used on all external elevations of the relevant plot of development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include the submission of samples (including a panel) and specifications of all materials to be used on all external elevations of the development along with jointing and fixing details, window reveals and soffits, details of the drips to be used to prevent staining in, ventilation/air brick and a strategy for quality control management.

The approved materials shall then be implemented as part of the development

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

9) Notwithstanding the details submitted in the Flood Risk Assessment prepared by XO Square, Drainage Design Technical Note prepared by XO Square received on the 10 October 2023, (a) the development shall not commence until a scheme for the drainage of surface water from that phase of the new development shall be submitted for approval in writing by the City Council as the Local Planning Authority This shall include

- A finalised drainage layout showing all components, outfalls, levels and connectivity;
- Maximised integration of green SuDS components (utilising infiltration, raingardens 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,
- CCTV survey and routing plan of existing drainage system to understand condition, capacity, connectivity;
- Hydraulic calculation of the proposed drainage system, including all engineering parameters,
- Construction details of flow control and SuDS elements

(b) The development shall then be constructed in accordance with the approved details, within an agreed timescale.

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

10)) Notwithstanding the Site Investigation Report (Phase 1) prepared by E3P received by the City Council, as Local Planning Authority, on the 10 October 2023 and the email from Avison Young received on the 23 November 2023, prior to the commencement of the development, the following information has been submitted for approval in writing by the City Council, as Local Planning Authority, to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site

- Submission of Site Investigation Proposals
- Submission of a Site Investigation and Risk Assessment Report
- Submission of a Remediation Strategy

b) When the development commences, the development shall be carried out in accordance with the previously agreed 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

11) If, during the development, contamination or conditions not previously identified as part of the agreed documents within condition 10 are found to be present at the site (or in the monitored vicinity) then no further operations shall be carried out until a strategy which details how this unsuspected circumstance shall be dealt with has been submitted for approval in writing by the City Council, as Local Planning Authority The approved strategy shall then be implemented and then verified as required by condition 13.

Reason - To ensure that the works to be undertaken do not contribute to, or adversely affect, unacceptable levels of water pollution from previously unidentified contamination sources pursuant to policies EN17 and EN18 of the Manchester Core Strategy (2012)

12) Prior to the development hereby approved being brought into first use, and following completion of the remediation strategy approved as part of condition (10), a Completion/Verification Report shall be submitted for approval in writing by the City Council as Local Planning Authority This shall demonstrate that the completion of works has been carried out in accordance with the approved remediation strategy and has been effective The report shall include results of sampling and monitoring carried out in accordance with the approved verification plan to demonstrate that the site remediation criteria have been met

Reason - To ensure that the site has been appropriately remediated prior to the commencement of works associated with the redevelopment of the site, pursuant to policies EN17, EN18 and DM1 of the Manchester Core Strategy (2012)

13) Prior to the commencement of the development, details of the method for piling, or any other foundation design using penetrative methods, shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved details shall then be implemented during the construction of the development

Reason - Piling or any other foundation using penetrative methods can result in risks to potable supplies (pollution/turbidity, risk of mobilising contamination) drilling through different aquifers and creating preferential pathways It is therefore necessary to demonstrate that piling will not result in contamination of groundwater pursuant to policies EN17 and EN18 of the Manchester Core Strategy (2012).

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

The scheme shall include the following

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

The approved scheme shall then be implemented in accordance with the details and thereafter managed and maintained for as long as the development remains in use.

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

15) The development shall be carried out in accordance with the Energy Statement prepared by King Associates received by the City Council, as Local Planning Authority, on the 10 October 2023

A post construction review certificate/statement for each plot of the development shall be submitted for approval in writing, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority for that plot.

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

16) (a) Notwithstanding drawing 4353-101 Rev B received by the City Council, as Local Planning Authority, on the 10 October 2023, prior to the commencement of landscaping works associated with the development hereby approved, details of a hard and soft landscaping scheme (including appropriate materials specifications, planting and tree specifications and provision of cycle spaces within the public realm) shall be submitted for approval in writing by the City Council as Local Planning Authority

(b) The approved scheme shall be implemented prior to the first use of the plot of the development

If within a period of 10 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

17) Prior to the first use of the development hereby approved, full details of the specification and locations of bat and bird boxes, shall be submitted to and approved in writing by the City Council as Local Planning Authority. The bat and bird boxes shall be installed prior to the completion of the development and therefore be retained and remain in situ.

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

18) (a) Prior to the first occupation of the development hereby approved, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority Externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 dB (Laeq) below the typical background (LA90) level at the nearest noise sensitive location

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

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

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

19) Prior to any above ground works, a scheme of acoustic insulation for the non residential areas (gym, residential spaces) within the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63HZ and 125Hz octave frequency bands shall be controlled so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively

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

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

Reason - In order to limit the outbreak of noise from the commercial premises pursuant to policies SP1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

20) (a) Prior to any above ground works, a scheme for acoustically insulating the proposed student accommodation against noise shall be submitted for approval in writing by the City Council as Local Planning Authority

There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary The following noise criteria shall be required to be achieved when providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation)'

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

Higher internal noise levels than those specified above may be allowed when higher rates of ventilation are required in relation to the overheating condition

Additionally, where entertainment noise is a factor in the noise climate the sound insulation scheme shall be designed to achieve internal noise levels in the 63Hz and 125Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively

The approved noise insulation and ventilation scheme shall be completed before the first occupation of the student accommodation plot C of the development

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

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

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

21) The waste management arrangements for the development shall be carried out in accordance with the Waste Management Plan within the Design and Access Statement and drawing 1441-22-DAY-XX-XX-DR-A-04-0002 REV A received by the City Council, as Local Planning Authority, on the 10 October 2023

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

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

22) The development hereby approved shall include a building and site lighting scheme including details of illumination of external areas, during the period between dusk and dawn and details of lighting being turned off when not in use Full details of such a scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority before the first use of the development hereby approved

The approved scheme shall be implemented in full for the development prior to the first use of the development and shall remain in operation for so long as the development is occupied
Reason - In the interests of amenity, crime reduction, personal safety, the safety of the tram lines and impact on the canal corridor in order to comply with the requirements of policies SP1 and DM1 of the Manchester Core Strategy (2012).

23) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

24) The development hereby approved shall be carried out in accordance with the Crime Impact Assessment Greater Manchester Police received by the City Council, as Local Planning Authority, on the 10 October 2023

The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation

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

25) Deliveries, servicing and collections including waste collections for the development shall not take place outside the following hours.

Monday to Saturday 07:30 to 20:00
Sundays (and Bank Holidays) no deliveries/waste collections on Sundays/Bank Holidays

Reason - In the interest of residential amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

26) The student accommodation hereby approved shall be used as purpose built student accommodation (PBSA) (Sui Generis) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification) (including serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided

by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights).

Reason - To ensure that the accommodation is used solely for the intended purpose - student accommodation and to safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

27) The development hereby approved shall be carried out in accordance with the Travel Plan prepared by Eddisons received by the City Council, as Local Planning Authority, on the 10 October 2023.

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

i) the measures proposed to be taken to reduce dependency on the private car by those living at the development,
ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building and thereafter from time to time iii) mechanisms for the implementation of the measures to reduce dependency on the private car
iv) measures for the delivery of specified Travel Plan services
v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

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

Reason - To assist promoting the use of sustainable forms of travel at the development, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012)

28) (a) Prior to the first occupation of the student accommodation hereby approved, the cycle store and provision of 132 cycle stands as indicated on drawing 1441-22-DAY-XX-XX-DR-A-04-0002 REV A received by the City Council, as Local Planning Authority, on the 10 October 2023 shall be implemented and made available for the occupants of the development. The cycle store shall remain available and in use for as long as the development is occupied.

(b) The number of cycle spaces shall be reviewed annually as part of the travel plan requirements of condition 27 of this planning permission (commencing from the date of this permission) The survey shall be completed within 7 days of each annual review date and the results of the survey provided to the City Council within 7 days thereafter Any additional cycle spaces identified as part of this review shall be implemented within two months of approval of the annual agreement

Reason - To ensure there is sufficient cycles stand provision at the in order to support modal shift measures pursuant to policies SP1,T1, T2 and DM1 of the Manchester Core Strategy (2012).

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

This shall include the following

- Resurfacing of the footways, reinstatement of redundant access points and the installation of tactile paving;
- Creation of a disabled parking bay on Dryden Street,
- Creation of a loading bay to Dryden Street,
- Review of Traffic Regulation Orders (TROs) to facilitate accessible and loading bays together with measures to prevent on street parking on the surrounding streets.

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

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

30) Notwithstanding the TV and Radio Reception Impact Assessment GTech Surveys, received by the City Council, as Local Planning Authority, on the 10 October 2023, within one month of the practical completion of a plot of the development, 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 television signal reception problems within the potential impact area a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before each plot of development is first occupied or within one month of the study being submitted for approval in writing to the City Council as Local Planning Authority, whichever is the earlier

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Manchester Core Strategy (2012)

31) All windows at ground level, unless shown otherwise on the approved drawings detailed in condition 2 shall be retained as a clear glazed window opening at all time and views into the premises shall not be screened or obscured in anyway

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Manchester Core Strategy (2012)

32) 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 Manchester Core Strategy (2012) policy DM1

33) Prior to any above ground works, details of the location, size and specification of the accessible bedrooms for the PBSA shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development and thereafter retained and maintained in situ

Reason - In the interest of ensuring the accommodation is accessible to all pursuant to policy DM1 of the Manchester Core Strategy (2012)

34) Prior to the first use of the development hereby approved a signage strategy for the building shall be submitted for approval in writing by the City Council, as Local Planning Authority

The approved strategy shall then be implemented and used to inform any future advertisement applications for the building

A minimum of one projecting box sign would be acceptable for the development (30mm thickness) and ground floor signage to residential spaces should be situated behind the glass)

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

35) Prior to the first use of the development hereby approved, details of the specification, siting, scale and appearance of the solar panels to the roof (including cross sections). The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the solar panels are of the appropriate specification and appearance in the interest of the overall sustainability of the building and visual amenity pursuant to polices SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012)

36) Prior to the first use of the development, details of the siting, scale and appearance of the air source heat pumps to the buildings hereby approved. The air source heat pumps must also comply with the noise criteria as specified in condition 18 The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ

Reason - In the interest of ensuring the air source heat pumps are installed and to ensure that they are appropriate in terms of visual amenity pursuant to polices SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

37) Prior to the first use of the external areas of a plot of the development, details of any external areas associated (including an Operating Schedule) shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The Operating Schedule shall contain the following details·

a. A scaled layout plan showing the proposed seating area, including layout of furniture and demarcation of the area;

b. Full details of the measures proposed to ensure that the proposed seating area is fully accessible by disabled people,

c. Details of the proposed furniture, including any barriers;

d A detailed management strategy that includes information on how the proposed external seating area would be managed in terms of potential noise disturbance, additional movement and activity, litter and storage of furniture at night,

e. days and hours of operation

The approved plan shall be implemented upon first use of the development and thereafter retained

No amplified sound or any music shall be produced or played in any part of the site outside the building

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

38) Prior to the first use of the residential space within the development, details of a scheme to extract fumes, vapours and odours from these spaces shall be submitted for approval in writing by the City Council, as Local Planning Authority (unless no kitchen extraction or cooking facilities are required) The approved scheme shall then be implemented prior to the first use the space and thereafter retained and maintained in situ.

Reason - To ensure appropriate fume extraction is provided for the non residential spaces pursuant to policies SP1 and DM1 of the Manchester Core Strategy and saved policy DC10 of the Unitary Development Plan for the City of Manchester (1995)

39) Prior to the first use of each of the ground floor residential spaces of the development, details of any roller shutters to the ground floor shall be submitted for approval in writing by the City Council, as Local Planning Authority. The shutters shall be fitted internally to the premises. The approved details shall be implemented prior to the first use the development and thereafter retained and maintained in situ

Reason - To ensure that the roller shutters are appropriate in visual amenity terms pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

40) No doors to ground floor spaces (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes.

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012)

41) Prior to the first use a Delivery and Servicing Management (including taxi pick up and drop off, parcel deliveries and food drop off) for the development shall be submitted

for approval in writing by the City Council, as Local Planning Authority The strategy should work to ensure that servicing/delivery activities the building are co-ordinated to ensure efficient use of the proposed loading bay

The approved strategy, including any associated mitigation works, shall be implemented and be in place prior to the first occupation of the development and thereafter retained and maintained in operation.

Reason - To ensure appropriate servicing management arrangements, particularly for food and deliveries, are put in place for the development in the interest of highway and pedestrian safety pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012).

42) Prior to the first occupation of the development a Student move in/move out Operation Management Strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. The strategy should include provision of time slots and management arrangements

The approved strategy, including any associated mitigation works, shall be implemented and be in place prior to the first occupation the development and thereafter retained and maintained in operation

Reason - To ensure appropriate servicing management arrangements for moving in and out of the development are put in place for the development in the interest of highway and pedestrian safety pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012)

43) Prior to the first occupation of the PBSA building, a student wellbeing strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved strategy shall be implemented as part of the first occupation of the development and thereafter retained

Reason - In the interest of ensure student welfare pursuant to policy DM1 of the Manchester Core Strategy (2012)

44) Prior to any above ground works associated with the PBSA building details of the siting, scale and appearance of boundary treatment shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development and be in place prior to the first occupation of the development

The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans

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

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.

1) Under the Habitat Regulation it is an offence to disturb, harm or kill bats. If a bat is found during demolition all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

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

3) The developer or crane operator must contact Manchester Airports Control of Works Office at least 21 days in advent of intending to erect a crane or other tall construction equipment on the site. This is to obtain a tall equipment permit and to ascertain if any operating restrictions would be required. Any operating restriction that are subsequently imposed by Manchester Airport must be fully complied with.

4) You should ensure that any external wall treatments approved for planning purposes are discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the external facade treatment due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.

5) Any signage, wayfinding, banners or any other advertisements to be installed in and around the application site for the purpose of the promotion of the developments

and routes to it may require consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

6) It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40% Materials used during this process must also be a minimum of 40% recycled and fully recyclable Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged The developer is to agree the above with MCC's Statutory Approvals and Network Resilience Teams post planning approval and prior to construction taking place

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

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 Owner hereby covenants with the Council as follows:

1

1 1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has commenced,

1 2 To carry out and manage the Development in accordance with the Discounted Student Accommodation Statement set out in Schedule 5 as the same may be amended provided the Council has given its prior written consent to the amendment save that this obligation will not apply to a Chargee provided that the Chargee has first complied with the Chargee's Duty set out in paragraph 4 of this Schedule

1 3 Not to Occupy or allow or permit Occupation of the Development until it has provided to the Council and the Council has approved the Discounted Student Accommodation Statement in writing and until the Owner has I provided the Council with a plan showing the location of the Discounted Student Accommodation Units within the Development.

2

2.1That prior to Occupation of the Development the Owner will.

2.1.1 either enter into an agreement with a waste management company at the sole cost of the Owner that provides for the collection by the waste management company of all waste at the Development at least twice weekly, or

2.1 2 enter into the agreement specified in paragraph 2.1.1 of this paragraph 2 but shall include relevant drafting into occupational leases requiring the tenants of any specific area of the Development to pay a service charge to the Owner towards the cost of the waste management provision specified in paragraph 2 1.1 of this paragraph 2 Provided That for the avoidance of doubt the Owner will ensure that all of the Development will benefit from the agreement with a waste management company for the collection of waste by

the waste management company at least twice weekly whether that is at the sole cost of the Owner or provision is made for the occupiers of any specific area of the Development to pay a service charge in this respect

2.2 Not to Occupy permit or allow Occupation until it has complied with the provisions of paragraph 2.1 of this Schedule 3

2.3 In respect of any waste management agreement entered into pursuant to this paragraph 2 the Owner will in any event procure that the waste management company will properly administer the collection of waste from the Site and shall ensure that the Development at all times benefits from the operation of waste management in accordance with the waste management agreement (as amended, varied or supplemented from time to time)

2.4 The Owner will ensure throughout the life of the Development that vehicles employed by any waste management company to collect waste from the Site have free and uninterrupted access to the Site in accordance with the terms of any waste management agreement they have with the Owner which agreement must make provision for such free and uninterrupted access.

3

3.1 That the Owner shall use All Reasonable Endeavours to continue to employ the Architect throughout the Construction Period and until Completion of Construction of the Development **PROVIDED THAT** the Architect remains willing and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms

3 2 Should the Architect not be appointed or not continue to be appointed in accordance with paragraph 3.1 above the Owner shall immediately notify the Council of this fact in writing and shall use All Reasonable Endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect within 5 Working Days of their appointment.

4 The Chargee shall prior to seeking to dispose of the Discounted Student Accommodation Units pursuant to any default under the terms of its

mortgage or charge give not less than one month's prior notice ("Chargee's Notice") to the Council of its intention to dispose and:

4.1 in the event that the Council responds within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Discounted Student Accommodation Units can be made in such a way as to safeguard them as Discounted Student Accommodation and satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use All Reasonable Endeavours to secure such transfer, or

4.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at paragraph 4.1 of this paragraph 4 then the Chargee shall be entitled to dispose of the Discounted Student Accommodation Units or any part thereof free from the restrictions set out in this Schedule and Schedule 5, or

4.3 if the Council or any person nominated by the Council cannot within two months of receipt by the Chargee of the Council's Notice secure completion of such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under paragraph 4.1 of this paragraph 4 the Chargee shall be entitled to dispose of the Discounted Student Accommodation Units or any part thereof free from the restrictions set out in this Schedule and Schedule 5

4.4 provided that at all times the rights and obligations in this paragraph 4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation)

4.4.1 the Chargee shall not be obliged to transfer, let or otherwise dispose of the Discounted Student Accommodation Units or any part

thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses

SCHEDULE 4

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

1 To issue the Planning Permission within two (2) Working Days of the date hereof

2 To use the Management Fee for the purpose of the management and monitoring of any Planning Obligations that may be created by this Agreement.

SCHEDULE 5

DISCOUNTED STUDENT ACCOMMODATION STATEMENT

This statement has been prepared in support of the development of the Site for the purposes of identification only shown edged red on the Plan and addresses the provision of Discounted Student Accommodation

This statement may be amended by the Owner from time to time provided that such amendments are first approved by the Council in writing

This statement must include details of

i the type, tenure and the requirements relating to establishing the location of the Discounted Student Accommodation. That the Discounted Student Accommodation shall consist of not less than 10% (ten per cent) of the total number of Student Accommodation Units constructed on the Site that are Studio Units,

ii the arrangements for the management of the Discounted Student Accommodation,

iii the arrangements to ensure that such provision is retained in perpetuity as Discounted Student Accommodation and is affordable for both the first and subsequent occupiers of the Discounted Student Accommodation, and

iv the occupancy criteria to be used for determining the identity of occupiers of the Discounted Student Accommodation and the means by which such occupancy criteria shall be enforced

The following information is provided in respect of each of the criteria,

i The development comprises a mix of Studio Units and Premium Studio Units. The Discounted Student Accommodation shall consist of not less than 10% (ten per cent) of the total number of Student Accommodation Units constructed on the Site that are Studio Units

The tenure mix may be varied from time to time throughout the lifetime of the development subject to submission of a revised Discounted Student Accommodation Statement to be submitted for the written approval of the Council such approval not to be unreasonably withheld or delayed.

The Discounted Student Accommodation Units shall be fully integrated ("pepper-potted") with the Market Student Accommodation Units across the Development as a whole

Prior to first Occupation of the Development the Owner will provide the Council with a plan showing the location of the Discounted Student Accommodation Units within the Development.

The Discounted Student Accommodation Units shall be of tenure blind design and for the avoidance of doubt the Discounted Student Accommodation Units shall be of the same design, fit out and size as the Market Student Accommodation Units that are Studio Units

The occupiers of the Discounted Student Accommodation Units will be freely able to access all of the facilities provided for the use of occupiers of the Development.

ii The Owner will either own and manage the Discounted Student Accommodation Units and be responsible for their future lettings and maintenance or enter into a Nomination Agreement that will provide for the

letting to Eligible Students of the Discounted Student Accommodation Units and for their management and maintenance The statement must set out whether the Discounted Student Accommodation Units are to be owned and managed by the Owner or are to be covered by a Nomination Agreement and will detail the timescales for any given academic year by which Discounted Student Accommodation is to be offered to Eligible Students and by which such Eligible Students are required to enter into any rental agreement (the "Rental Timescales")

iii From the date of Completion of Construction of the Discounted Student Accommodation Units they shall not be used other than for Discounted Student Accommodation except that in the event that any of the Discounted Student Accommodation Units remain vacant following the expiry of the Rental Timescales, those Discounted Student Accommodation Units may be let by the Owner to any student for the remainder of that academic year Provided that the form of letting or tenure used to let is such that will enable the Owner to ensure that vacant possession of the Discounted Student Accommodation Unit can be lawfully obtained prior to the start of the following academic year and the Owner takes all necessary steps to secure vacant possession prior to the start of that following academic year of the Discounted Student Accommodation Units in respect of which this exception applies

In terms of affordability the following applies,

- Rent levels for the Discounted Student Accommodation Units inclusive of any service charges will be set at a level of no more than 80% (eighty per cent) of the rent level of the equivalent Market Student Accommodation Units

iv The Discounted Student Accommodation Units shall be available only to Eligible Students except in the circumstances set out in iii immediately above following expiry of the Rental Timescales

The Owner shall provide a monitoring statement to the Council on an annual basis regarding the Discounted Student Accommodation in a form to be agreed between the Council and the Owner which shall set out

a) the approach to letting the Discount Student Accommodation Units,
b) the ongoing occupancy status of the Discounted Student Accommodation Units; and
c) how the Owner is meeting the requirements of the Discounted Student Accommodation Statement

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

01123856

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 **PLYMOUTH GROVE) PROPERTY DEVELOPMENTS LTD**)
acting by a director in the presence of)
a witness)

Signature of director ..... [redacted]
DR. MINGJU LI

Witness signature [redacted]

Name DAVID TELFORD

Occupation ACCOUNTANT

Address [redacted]