

Dated 12th June 2024

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

GAMECOCK LIMITED

-and-

CURLEW ALTERNATIVES EIGHTH PROPERTY LP

- and -

BRUCKFERN LIMITED

- and -

E & M BRENNAN LIMITED

- and -

J C BRENNAN DEVELOPMENTS LIMITED

- and -

JPB CIVIL ENGINEERING (NW) LIMITED

AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990
relating to The Former Gamecock Public House, Boundary Lane
in the City of Manchester M15 6GE

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

L/AF/PLA001/84069

THIS AGREEMENT is made the 12th day of June 2024

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("the **Council**")
- (2) **GAMECOCK LIMITED** (Co. Regn No. 11195276) of 170b School Lane, Manchester, United Kingdom M19 1GN (the "**Owner**"),
- (3) **CURLEW ALTERNATIVES EIGHTH PROPERTY GP1 LIMITED** and **CURLEW ALTERNATIVES EIGHTH PROPERTY GP2 LIMITED** (registered in Guernsey with registration number OE005292) as general partners of **CURLEW ALTERNATIVES EIGHTH PROPERTY LP** of 11 New Street, St Peter Port, Guernsey GY1 2PF and Moore Blatch LLP, Gateway House, Tollgate, Chandlers Ford, Eastleigh SO53 3TG (the "**Applicant**"),
- (4) **BRUCKFERN LIMITED** (Co Regn No 05226310) of 170b School Lane, Manchester, United Kingdom, M19 1GN (the "**First Mortgagee**")
- (5) **E & M BRENNAN LIMITED** (Co Regn No 01880555) of 1 Cornwall Street, Higher Openshaw, Manchester M11 2NR (the "**Second Mortgagee**")
- (6) **J C BRENNAN DEVELOPMENTS LIMITED** (Co Regn No 02524406) of 74 Dickenson Road, Manchester M14 5HF (the "**Third Mortgagee**")
- (7) **JPB CIVIL ENGINEERING (NW) LIMITED** (Co Regn No 06869130) of Unit 18 Globe Industrial Park, Platt Street, Dukinfield, England, SK16 4RE (the "**Fourth Mortgagee**")

WHEREAS

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Council is also the freehold owner of the Site registered at the Land Registry with title absolute under Title Number GM615758 together with but subject to all matters contained or referred to in the title registers thereunder. The Council is not entering into the planning obligations detailed in this Agreement. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the Leasehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM199453 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Owner and the Applicant have entered into a sale contract dated 28 November 2019 for the sale of the Site.
- D The First Mortgagee is interested in the Site by virtue of a charge by way of legal charge dated 21 June 2018 (the "**First Mortgagee's Charges**").
- E The Second Mortgagee is interested in the Site by virtue of a charge by way of legal charge dated 21 June 2018 (the "**Second Mortgagee's Charges**").
- F The Third Mortgagee is interested in the Site by virtue of a charge by way of legal charge dated 21 June 2018 (the "**Third Mortgagee's Charges**").

- G The Fourth Mortgagee is interested in the Site by virtue of a charge by way of legal charge dated 21 June 2018 (the "**Fourth Mortgagee's Charges**")
- H The Applicant 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
- I The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted
- J The Owner and the Applicant have 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
- K The Council has determined that in order to comply with the Core Strategy the Development should provide on site Affordable Housing
- L The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations The Council is satisfied that the obligations in this Agreement are
- a necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
 - b directly related to the Development, and
 - c fairly and reasonably related in scale and kind to the Development

NOW THIS DEED WITNESSETH as follows

1

1.1 In this Agreement unless the context otherwise requires the following words and expressions and phrases shall have the meanings hereby ascribed to them

"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
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"Academic Year"

the period during which a Manchester Higher Education Institution holds classes and examinations from time to time such period being 40 weeks at the date of this Agreement

"Agreement"

shall mean this agreement

"Application"

the application to which the Council gave the reference **130387/FOI/2021** for planning permission for the erection of part 7, part 9 storey purpose built student accommodation building comprising 146 bed spaces (sui generis use class) with ancillary amenity space a ground floor community hub (proposed for Use Classes F2(b), E(b), E(3), E(f) and associated landscaping works and infrastructure

"Commencement of Development"

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

"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 and **"Completed"** and **"Completion"** shall be construed accordingly,

"Core Strategy"

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

"Development"	the development undertaken on the Site pursuant to the Planning Permission as specified in the Application,
"Discounted Student Accommodation"	accommodation that is made available to Eligible Students at a rent level set in accordance with the Discounted Student Accommodation Statement,
"Discounted Student Accommodation Unit"	a Student Accommodation Unit that is also Discounted Student Accommodation and "Discounted Student Accommodation Units" shall be construed accordingly,
"Discounted Student Accommodation Statement"	the written statement detailing the provision of the Discounted Student Accommodation at Schedule 5,
"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 (in the event the Maintenance Loan ceases to be available) such other affordability criteria as the Council and the Owner agree,
"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 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 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"

a means tested loan provided by the Government to students under the provisions of the Education (Student Support) Regulations 2011 to assist with living costs while studying and includes any successor loan scheme,

"Management Fee"

shall mean 15% of the planning application fee which equates to £4,877 85 (four thousand eight hundred and seventy seven pounds and eighty five pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

"Manchester Higher Education Institution"

means a university or college or equivalent institution offering a Full Time Higher Education Course in the Administrative Boundaries of Manchester,

"Market Rent"

means as defined by RICS (or such successor or replacement organisation) and is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion,

"Market Student Accommodation"

means accommodation that is made available on the open market to rent to all students,

"Market Student Accommodation Unit"

means a Student Accommodation Unit that is also Market Student Accommodation and "Market Student Accommodation Units" shall be construed accordingly,

"Plan"

the plan attached to this Agreement,

"Planning Obligation"

shall mean the obligations of the Owner specified in the Schedules,

"Planning Permission"

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

"Reasonable Endeavours"

means that it is agreed by the parties hereto that the party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect in the case of the Owner of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development but shall not be required to go against their own commercial interests in doing so,

"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,

"Site"

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

"Student Accommodation Unit"

a unit of sleeping 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,

"Working Day"

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

1 2 The Clause headings do not affect this interpretation

1 3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule

1 4 References to any statute or statutory provision include reference to

1 4 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation, and

1 4 2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Site include any part of it

1 6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

1 7 **"Including"** means **"including, without limitation"**

1 8 Any covenant by the Owner, the Applicant or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 1817, and 18 which shall have immediate effect.

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the 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

5 1 The Owner on behalf of themselves 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 hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

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

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

7 3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error or fraud) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7 4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9 1 The Owner agrees with the Council to give the Council 20 Working Days written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan

9 2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non performance or non observance be remedied after that person has parted with its interest in the Site

9 3 The obligations contained in this Agreement shall not be binding on

9 3 1 any tenant or occupier of a Student Accommodation Unit,

9 3 2 any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE

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's or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

11 3 The costs of registration and cancellation pursuant to clauses 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 and the listed building consent) granted (whether or not on appeal) after the date of this Agreement

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

14 1 2 to the Owner at their registered office address

15 FEES

15 1 The Applicant shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement up to a maximum of £5000 (inclusive of any VAT payable)

15 2 The Applicant shall on the date hereof pay to the Council the Management Fee

16 INTEREST

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

17 JURISDICTION

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

18 COMPLETION

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

19 MORTGAGEES' CHARGES

19 1 The Mortgagees consent to this Agreement being entered into with the intention that their interests in the Site in the form of the legal charges recited at recitals C to F above will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the legal charges

19 2 Notwithstanding clause 19 1, the Mortgagees will not incur any liability for any breach of the obligations contained in this Agreement unless committed or continuing at a time when they become a mortgagee in possession of the Site or any part of it

IN WITNESS whereof this Agreement has been executed as a deed in the manner hereinafter appearing and delivered the day and year first before written

Executed as a deed by **GAMECOCK LIMITED** acting by a director

In the presence of

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS) DANIEL DUKE

Address

Executed as a deed by **BRUCKFERN LIMITED** acting by a director

In the presence of

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS) JASON DALEY

Address

Executed as a deed by **E & M BRENNAN LIMITED** acting by a director

In the presence of

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS) M & M

Address

Executed as a deed by **J C BRENNAN DEVELOPMENTS LIMITED** acting by a director

In the presence of

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS) KYLE NASH

Address

Executed as a deed by **JPB CIVIL ENGINEERING (NW)** acting by a director

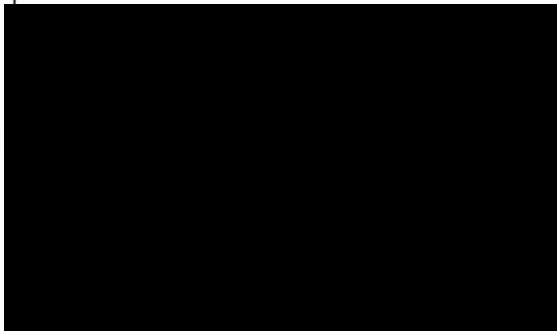
In the presence of

Signature of Director

Signature of witness

Name (in BLOCK CAPITALS) Kyle REYNOLDS

Address

<p>Executed as a deed CURLEW ALTERNATIVES EIGHTH PROPERTY GP1 LIMITED a company incorporate in Guernsey acting by</p> <p>and by</p> <p>who in accordance with the laws of that territory is / are acting under the authority of that company</p> <p>Acting in its capacity as general partner CURLEW ALTERNATIVES EIGHTH PROPERTY LP</p>	
Executed as a deed	

CURLEW ALTERNATIVES
EIGHTH PROPERTY GP2 LIMITED
a company incorporate in Guernsey
acting by

and by

who in accordance with the laws of that
territory
is / are acting under the authority of
that company

Acting in its capacity as general partner
CURLEW ALTERNATIVES EIGHTH
PROPERTY LP

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

AUTHORISED SIGNATORY

SCHEDULE 1

The Site

Land relating to the former Gamecock Public House, Boundary Lane, Manchester M15 6GE shown for the purposes of identification only edged red on the Plan



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

— Site / Planning Application boundary
— Other land in the same ownership/control edged (none)

NORTH



Date	Issue	Description
20/07/2017	1	Planning Application

Project Title
Gamecock,
Booth Street West,
Manchester
Status
For Planning Approval

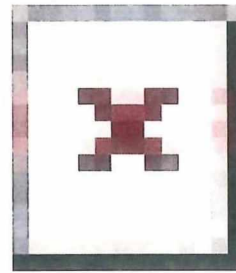
Drawing Title
Context Plan - Existing - Application
Location and Ownership Extent

Job No
10224
Scale
1:1250 @ A3
SHP Drawing Code
10224-Z0-A-B5D8-G000-XP-XX-001
Revision
00

Manchester
+44 (0)161 635 2345
London
+44 (0)20 7540 4000

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Curlew Alternatives Eighth Property LP
C/o Agent

Agent (if used)

Mr Daniel Ramsay
Turley
1 New York Street
Manchester
M1 4HD

Part 1 – Particulars of the application/development

Proposal: Erection of a part 7, part 9 storey purpose built student accommodation building comprising 146 bed spaces (Sui Generis use class) with ancillary amenity space, a ground floor community hub (proposed for Use Classes F2(b), E(b), E(3), E(f)) and associated landscape works and infrastructure

Location: The Former Gamecock Public House , Boundary Lane, Manchester, M15 6GE

Date of application: 13 May 2021

Application number: 130387/FO/2021

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Approved** 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 application, and the application has been determined in accordance with the policies within the Development Plan.

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

10224-Z0-A-B5D8-G000-XP-00-001 Context Plan - Existing - Application Location and Ownership Extent
10224-Z0-A-B5D8-G000-XE-EN-001 Context Elevation - Existing - North - Booth St West
10224-Z0-A-B5D8-G000-XE-EW-001 Context Elevation - Existing - West - Boundary Lane
10224-Z0-A-B5D8-JC20-XP-XX-001 Demolition Plan
10224-Z0-A-B5D8-G000-PL-XX-001 Context Plan - Proposed - Site Plan
10224-Z0-A-B5D8-G200-PL-00-001 GA Plan - Proposed - Ground Floor (Level 00)
10224-Z0-A-B5D8-G200-PL-01-001 GA Plan - Proposed - Level 01
10224-Z0-A-B5D8-G200-PL-02-001 GA Plan - Proposed - Level 02 - Typical Plan Type 01 - Levels 02 to 06
10224-Z0-A-B5D8-G200-PL-07-001 GA Plan - Proposed - Level 07
10224-Z0-A-B5D8-G200-PL-08-001 GA Plan - Proposed - Level 08
10224-Z0-A-B5D8-G200-PL-RF-001 GA Plan - Proposed - Roof Level
10224-Z0-A-B5D8-G000-EL-EN-001 Context Elevation - Proposed - North - Booth St West
10224-Z0-A-B5D8-G000-EL-EW-001 Context Elevation - Proposed - West - Boundary Lane
10224-Z0-A-B5D8-G200-EL-EN-001 GA Elevation - Proposed - North - Booth St West
10224-Z0-A-B5D8-G200-EL-EE-001 GA Elevation - Proposed - East
10224-Z0-A-B5D8-G200-EL-ES-001 GA Elevation - Proposed - South - Camelford Close
10224-Z0-A-B5D8-G200-EL-EW-001 GA Elevation - Proposed - West - Boundary Lane
10224-Z0-A-B5D8-G200-SE-AA-001 GA Section - Proposed - AA - East Facing
10224-Z0-A-B5D8-G251-DE-00-001 Facade Details - Typical Curtain Walling - Level 00
10224-Z0-A-B5D8-G251-DE-XX-001 Facade Details - Typical Lower Volume
10224-Z0-A-B5D8-G251-DE-XX-002 Facade Details - Typical Upper Volume
10224-SHP-RP-DAS Design and Access Statement N/A 02
10224-SHP-RP-PA09 Planning Drawing Comparison Document - June 2023 & August 2023 N/A P02

Received 20 September 2023

Environmental Standards Statement prepared by Turley dated August 2023
Fire Safety Strategy prepared by Hydrock dated 1 September 2023
Overheating Assessment prepared by Amber dated March 2022
Noise Impact Assessment prepared by Apex Acoustics dated 30 August 2023
Waste Management Strategy prepared by Simpson Hough dated August 2023
Transport Statement prepared by Eddisons dated August 2023

Received 26 September 2023

Crime Impact Statement (document ref 2007/1181/CIS/02), produced by Greater Manchester Police

Updated Economic Benefits Infographic, produced by Turley Economics

Wind Microclimate Assessment (Version 1), produced by Wardell Armstrong

Daylight Sunlight and Overshadowing Report (Version 4), produced by Point 2

Received 26 August 2022

Flood Risk Assessment and Drainage Strategy 20049 00 00 D100 Rev 2 Shear Design
Preliminary Geoenvironmental Assessment 1909009 001B Parts 1 -3 Tweedie Evans Consulting

Bat Survey prepared by Middlemarch Environmental Ltd reference RT-MME-153624-03

Appraisal RT-MME-153624-01 Rev B, Gamecock Preliminary Bat Roost Assessment

RT-MME-153624-02 Rev B Middlemarch Environmental Ltd

Ecology Assessment and Bat Roost Assessment Gamecock Preliminary Ecological
Arboricultural Impact Assessment v5 Amenity Tree Care

Wakefield Townscape and Visual Impact Assessment 210423 Turley

Signal Survey, TV+ Radio Reception Impact Assessment / Broadband Connectivity

Gamecock Television and Radio Reception Impact Assessment v0 1 GTech Surveys

Summary Evidence of Student Need Gamecock Evidence of Need Report 06 04 21

Planning and Tall Building Statement Gamecock Planning Statement Turley

Air Quality Assessment Gamecock Air Quality Assessment V3AQ051800 Karius Ltd

Gamecock Archaeological Assessment v1 1 Salford Archaeology

Demolition Method and Environmental Management Plan Gamecock

Statement Turley Flood Risk Assessment / Drainage Strategy Gamecock

Green and Blue Infrastructure Statement Gamecock Green and Blue Infrastructure

Statement 3661 502 TPM LANDSCAPE LTD

MACH Acoustics Ltd Phase 1 Geo-Environmental Assessment Gamecock

Ltd Statement of Community Involvement Gamecock Statement of Community

Involvement V3 Cratus Communications Ltd

Student Management Plan Gamecock Student Management Plan v2 Host Cushman

and Transport Statement / Travel Plan Assessment V2 1 Wardel Armstrong LLP

Demolition Construction Management Plan P-1628 Rhomco

Note on Flood Risk Comment

Received 13 May 2021

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) Above-ground construction works shall not commence until samples and specifications of all materials to be used in the external elevations and hard landscaping around the buildings as detailed on the approved drawings have been submitted to and approved in writing by the City Council as local planning authority Thereafter the development shall be carried out in accordance with those details

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

4) The development hereby approved shall only be carried out in accordance with the recommendations of the Crime Impact Statement prepared by Greater Manchester Police and shall not be occupied or used until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation

Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester

5) 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 the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development.

In this condition a Local 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 being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012)

6) No development groundworks shall take place until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological works. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted to and approved in writing by Manchester Planning Authority. The WSI shall cover the following

1 Informed by the updated North West Archaeological Research Framework, a phased programme and methodology of investigation and recording to include.

- an archaeological evaluation through trial trenching,
- dependent on the above, targeted open-area excavation and recording (subject to a separate WSI).

2 A programme for post-investigation assessment to include

- production of a final report on the significance of the below-ground archaeological interest.

3 Deposition of the final report with the Greater Manchester Historic Environment Record

4 Dissemination of the results of the archaeological investigations commensurate with their significance, which may include the installation of an information panel

5 Provision for archive deposition of the report and records of the site investigation

6 Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

Reason In accordance with NPPF Section 16, Paragraph 199 - To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible

7) No drainage shall be installed until the full details of a surface water drainage scheme has been submitted to and approved in writing by the City Council as local planning authority

Reason To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG

8) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority
The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include

a Verification report providing photographic evidence of construction as per design drawings,

b As built construction drawings if different from design construction drawings,

c Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime

Reason To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG

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

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out, before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

b) When the development within each phase commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the

development in each phase is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy

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

10) No development shall take place, including any demolition works, until a construction management plan or construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved plan/statement shall be adhered to throughout the demolition/construction period. The plan/statement shall provide for

- o A construction programme including phasing of works,
- o 24 hour emergency contact number;
- o Expected number and type of vehicles accessing the site
- o Deliveries, waste, cranes, equipment, plant, works, visitors,
- o Size of construction vehicles,
- o The use of a consolidation operation or scheme for the delivery of materials and goods,
- o Phasing of works,
- o Means by which a reduction in the number of movements and parking on nearby streets can be achieved (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction)
- Programming, Waste management, Construction methodology, Shared deliveries, Car sharing, Travel planning, Local workforce, Parking facilities for staff and visitors, On-site facilities; A scheme to encourage the use of public transport and cycling,
- o Routes for construction traffic, avoiding weight and size restrictions to reduce unsuitable traffic on residential roads,
- o Locations for loading/unloading, waiting/holding areas and means of communication for delivery vehicles if space is unavailable within or near the site,
- o Locations for storage of plant/waste/construction materials;
- o Arrangements for the turning of vehicles, to be within the site unless completely unavoidable,
- o Arrangements to receive abnormal loads or unusually large vehicles,
- o Swept paths showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available,
- o Any necessary temporary traffic management measures,
- o Measures to protect vulnerable road users (cyclists and pedestrians);
- o Arrangements for temporary facilities for any bus stops or routes;
- o Method of preventing mud being carried onto the highway,
- o Methods of communicating the Construction Management Plan to staff, visitors and neighbouring residents and businesses

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

Reason In the interests of safe operation of the adopted highway in the lead into development both during the demolition and construction phase of the development, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester

11) a) Fumes, vapours and odours shall be extracted and discharged from the premises in accordance with a scheme to be submitted to and approved in writing by the City Council as local planning authority before the use commences

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

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

Reason - To protect residential amenity 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)

12) The hours of opening of the community hub are to be confirmed, in writing, prior to the first use of the development hereby approved

Reason - To protect residential amenity 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)

13) a) Before the use hereby approved commences external lighting shall be designed and installed in accordance with a scheme approved in writing by the City Council as local planning authority so as to control glare and overspill onto nearby residential properties

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

Reason - To safeguard the amenities of the occupiers of nearby properties pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

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

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

15) a) The premises shall be acoustically insulated and treated to limit the break out of noise in accordance with a noise study of the premises and a scheme of acoustic treatment that has been submitted to and approved in writing by the City Council as local planning authority. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 10dB 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 respectively.

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

Reason - To safeguard the amenities of the occupiers of nearby properties pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

16) a) Before above ground works take place a scheme for acoustically insulating the proposed residential accommodation against noise from nearby busy roads and any other nearby significant noise sources shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises. The approved noise insulation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria will be required to be achieved:

Bedrooms (night time - 23 00 - 07 00) 30 dB LAeq (individual noise events shall not exceed 45 dB L_{Amax,F} by more than 15 times)

Living Rooms (daytime - 07 00 - 23 00) 35 dB LAeq

Gardens and terraces (daytime) 55 dB LAeq

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

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 and DM1 of the

Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995)

17) a) Externally mounted ancillary 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 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to commencement of the use hereby approved the scheme shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the site.

b) Prior to occupation of the development a verification report shall be submitted to and approved in writing by the City Council as local planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site 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)

18) The development is to be undertaken in accordance with the submitted waste management strategy. The strategy shall be implemented in full prior to the first occupation of the authorised development and maintained in situ thereafter.

Reason - In the interests of residential amenity and to secure appropriate arrangements for the storage and collection of segregated waste and recycling, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

19) Deliveries, servicing and collections including waste collections shall not take place outside the following hours:

Monday to Saturday 07 30 to 20 00
Sundays (and Bank Holidays) 10 00 to 18 00

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

20) The student accommodation element of the development hereby approved shall be used as purpose built student accommodation (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

21) Prior to the first occupation of the student accommodation hereby approved, the cycle store and disabled accessible parking provision shall be implemented and made available for the occupants of the development. The cycle store and disabled accessible parking provision shall remain available and in use for as long as the development is occupied

Reason - To ensure there is sufficient cycle storage provision and disabled accessible parking provision in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012)

22) 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

For the avoidance of doubt this shall include the following

- Footway resurfacing
- Dropped kerbs/tactile paving
- Creation of a car club bay in close proximity to the development
- Loading bay on Booth Street West
- Creation of new on street disabled parking places
- Traffic Regulation Orders

Improvements to the public realm including details of materials (including high quality materials to be used for the footpaths and for the areas between the pavement and building line) and tree planting and soft landscaping where appropriate

The approved scheme shall be implemented and be in place prior to the first occupation of development hereby approved 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).

23) Prior to the first occupation of development, a detailed servicing and deliveries strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt this shall include details of the management arrangements for moving in and out times, taxi pick up and drop off and food and online deliveries and any other associated management and operational requirements. 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 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).

24) The development hereby approved shall be carried out in accordance with the Framework Travel Plan attached to the submitted Transport Statement

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)

25) Notwithstanding the TV And Radio Impact Assessment received, within one month of the practical completion 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 phase 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 and radio 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)

26) 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

27) Prior to the first operation of the development hereby approved a signage strategy for the entire 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.

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

28) The development hereby approved shall only be carried out in accordance with measures detailed in the Environmental Standards Statement, received by the City Council, as Local Planning Authority on the 20th September 2023

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 (NPPF)

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

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

30) (a) prior to the first occupation of the development hereby approved details of a hard and soft landscaping scheme (including appropriate materials specifications and street trees) for the public realm area 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 occupation of the development

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

31) Prior to the first occupation 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)

32) Prior to occupation of the development hereby approved, a detailed Community Access Agreement shall be submitted to and agreed in writing by the City Council as local planning authority. The agreement shall incorporate details including hours of operation, type of community use and associated costs of use

Reason - To maximise the use of the facilities by the community with regards to policy DM1 of the Core Strategy

33) Prior to first occupation, a management, community benefit and engagement plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include, but not be limited, the following:

- o The appointment of a designated person to manage communications and engagement with the local community.
- o Details for on-site management to allow 24/7 contact between the local community should issues arise.
- o Details of the formal complaints procedure and how issues will be managed.
- o Details of operational security measures
- o A strategy for proactive engagement with the local community including dedicated drop-in sessions to discuss local issues.
- o A strategy for contributing to local environmental improvements and initiatives.
- o A litter picking strategy covering the vicinity of the site.

Reason - In the interest of managing the impact of the development pursuant to policy DM1 of the Manchester Core Strategy.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

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

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

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

You can apply online at the following address:

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

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.

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 Site clearance should follow the recommendation R4 in the Middlemarch Preliminary Ecological Appraisal (RT-MME-153624-01 Rev B) with regards to terrestrial mammals

DRAFT DECISION

Date

Notes

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

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

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

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

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

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

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

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

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

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 COVENANTS

The Owner hereby covenants with the Council as follows

- 1) To notify the Council in writing within 5 (five) Working Days of Commencement of Development and to pay the Management Fee within 5 (five) Working Days of such notification
- 2) To carry out and manage the Development in accordance with the Discounted Student Accommodation Statement

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

SCHEDULE 5

THE DISCOUNTED STUDENT ACCOMMODATION STATEMENT

This statement has been prepared in support of Development of the Site 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

- 1 This statement includes details of
 - 1 1 the provisions governing the tenure and location of the Discounted Student Accommodation Units, which shall consist of not less than 20% (twenty per cent) of the total number of Student Accommodation Units constructed on the Site,
 - 1 2 the arrangements for the management of the Discounted Student Accommodation Units,
 - 1 3 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 Units, and
 - 1 4 the occupancy criteria to be used for determining the identity of occupiers of the Discounted Student Accommodation Units and the means by which such occupancy criteria shall be enforced

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

- 2 1 The scheme comprises Student Accommodation Units of the following tenure,

Tenure	Units
Market Student Accommodation Units	117
Discounted Student Accommodation Units	29

- 2 2 The Owner shall notify the Council at the beginning of each academic year the location of the Discounted Student Accommodation Units within the Development
- 2 3 The Student Accommodation Units shall be of tenure blind design and FOR THE AVOIDANCE OF DOUBT the Student Accommodation Units provided as Discounted Student Accommodation shall be of the same design, fit out and size as the Student Accommodation Units provided as Market Student Accommodation and the rent shall include all utility bills and use of the on-site gymnasium and amenity spaces
- 2 4 The Owner will be responsible to the Council under this Agreement for the management, control, future lettings and maintenance of the Discounted Student Accommodation Units Nothing in this paragraph prevents or restricts the Owner from entering into operational management and maintenance arrangements with a third party (which might include a higher education institution) or enter into nomination arrangements with a higher education institution

- 2.5 From the date of Completion of Construction, the Discounted Student Accommodation Units shall not be used other than for Discounted Student Accommodation (subject to paragraphs 5 and 6 of this Schedule 5)
- 3 In terms of affordability the following applies,
- 3.1 Rent levels for the Discounted Student Accommodation Units will be set at a level of no more than 80% (eighty per cent) of rent level of the equivalent Market Student Accommodation Units
- 3.2 The Discounted Student Accommodation Units shall be available to Eligible Students
- 4 The Owner shall provide a monitoring statement to the Council on an annual basis regarding the Discounted Student Accommodation Units in a form to be agreed between the parties which shall set out
- a) the approach to letting the Discounted 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
- 5 The Owner may manage the Student Accommodation Units in a way that Market Student Accommodation Units may switch to Discounted Student Accommodation Units and vice versa as vacancies and nominations require PROVIDED THAT the minimum number of Discounted Student Accommodation Units is maintained at all times
- 6 Notwithstanding the requirements of this Schedule 5, the Owner shall be permitted to rent all Student Accommodation Units at an open Market Rent in the period outside of any Academic Year