

DATED 22nd February 2024

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

T&M PROPERTY DEVELOPMENTS NO.2 LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 1 Park Place, Manchester M4 4EZ

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/PLA001/84037

THIS AGREEMENT is made the 22nd day of February 2024

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **T&M PROPERTY DEVELOPMENTS NO.2 LIMITED** (incorporated in England and Wales with company number 11818020) whose registered office is at 2-14 Robert Street, Manchester, United Kingdom, M3 1EY (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 the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the part of the Site registered at the Land Registry with Title Absolute under Title Number GM60226 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C RJ Media LLP is the freehold owner of the part of the Site registered at the Land Registry with Title Absolute under Title Number MAN336563 together with but subject to all matters contained or referred to in the Title Registers thereunder. It is agreed by the parties that RJ Media LLP is not a required party to this Agreement and their interest in the Site is not bound to observe and perform the covenants hereinafter contained.
- D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded 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.
- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The Council has determined that the Development in order to comply with the Core Strategy will require the provision of Affordable Housing in accordance with the provisions of Schedule 5 of this Agreement. The Owner has agreed to provide the Affordable Housing and to enter into the planning obligations contained herein.

- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are,
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
 - (b) directly related to the Development, and
 - (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

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

“Affordable Housing” affordable housing as defined in the National Planning Policy Framework (NPPF) December 2023 (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

“Agreement” shall mean this agreement,

“Application” the application to which the Council gave the reference 138302/FO/2023 for planning permission for the erection of a part 25 and part 15 storey residential building comprising 154 apartments (Use Class C3a) with ground floor commercial uses (Use Class E), together with associated residents amenity space, cycle parking, substation, servicing, and associated landscaping works following demolition of existing buildings,

“Architect” means Hodders and Partners of SGI Studios, 1 Kelso PI, Manchester M15 4LE,

“Best 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 / 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,

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

“Construction Period” means the period from the carrying out of the first Material Operation to the 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 and **“Developed”** shall be construed accordingly,

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience

“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,

“Management Fee” shall mean 15% of the planning application fee which equates to £5,581 65 (five thousand five hundred and eighty one pounds and sixty five pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and **“Material Operations”** shall be construed accordingly,

“NPPF” the National Planning Policy Framework issued in December 2023 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Dwellings or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly,

“Plan” the plan attached to the Agreement,

“Planning Obligations” 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,

“Practical Completion” the issue of a certificate of practical completion by the Owner’s Architect or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof,

“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

“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 Owners 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

3 CONDITION PRECEDENT

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

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf 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 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 his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agree that the Site shall be permanently subject to the obligations, restrictions and provisions specified 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) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

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

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

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

11 2 The Council will upon receipt of a written request of the Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges

11 3 The costs of registration and 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 City Solicitor at the Council's address first above written,

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

15 FEES

15 1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement

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

15 3 The Owner shall pay forthwith 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. WARRANTY AS TO TITLE

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

18 JURISDICTION

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

19 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

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

SCHEDULE 1

The Site

Land at 1 Park Place, Manchester M4 4EZ, Manchester and shown for the purposes of identification only edged red on the Plan

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Benjamin Property Group Limited
99 Wellington Road North
Stockport
SK4 2LP

Agent (if used)

Nikki Sills
Zerum
South Central
11 Peter Street
Manchester
M2 5QR

Part 1 – Particulars of the application/development

Proposal Erection of a part 25 and part 15 storey residential building comprising 154 apartments (Use Class C3a) with ground floor commercial uses (Use Class E), together with associated residents amenity space, cycle parking, substation, servicing, and associated landscaping works following demolition of existing buildings

Location 1 Park Place, Manchester, M4 4EZ

Date of application 11 October 2023

Application number 138302/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 noise, traffic and air quality impacts. Further work and discussion have taken place with the applicant through the course of the application. 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

Site Plan Proposed	P2	L(--)	500
Ground Floor Plan	P4	L(--)	000
Level 01 - Mezzanine Floor Plan	P2	L(--)	001
Levels 02, 04, 06, 08, 10 Floor Plan	P2	L(--)	002
Levels 03, 05, 07, 09 Floor Plan	P2	L(--)	003
Levels 11, 13 Floor Plan	P2	L(--)	011
Level 12 Floor Plan	P2	L(--)	012
Level 14 Floor Plan	P2	L(--)	014
Level 15 Floor Plan	P2	L(--)	015
Levels 16, 18, 20, 22 Floor Plan	P2	L(--)	016
Levels 17, 19, 21, 23 Floor Plan	P2	L(--)	017
Level 24 Floor Plan	P2	L(--)	024
Roof Level Plan	P2	L(--)	00R
2B4P Accessible (M3)	P1	L(--)	250
North Section	P1	L(--)	300
East Section	P1	L(--)	301
South Section	P2	L(--)	302
West Section	P2	L(--)	303
North Elevation	P2	L(--)	400
East Elevation	P2	L(--)	401
South Elevation	P2	L(--)	402
West Elevation	P2	L(--)	403
Park Place Long Elevation	P2	L(--)	404
Cheetham Hill Road Long Elevation	P2	L(--)	405
Facade Fragment - Typical Bays	P2	L(--)	450
Facade Fragment - Typical Inset Balcony	P2	L(--)	451
Facade Fragment - Typical Colonnade	P2	L(--)	452
Facade Fragment - Typical Terrace Parapet	P2	L(--)	453
Facade Fragment - Typical Crown	P2	L(--)	454

Landscaping Plans

368-LST-XX-XX-DR-L-0101-Landscape General
368-LST-XX-XX-DR-L-0102-Groundfloor Landscape
368-LST-XX-XX-DR-L-0103-Level 15 Landscape
368-LST-XX-XX-DR-L-0801-Lighting Mark-up
368-XX-XX-RP-L-0001-P05-Landscape Workbook

Received by the City Council, as Local Planning Authority, on the 10 January 2024

Supporting Information

Design and Access Statement Hodder and Partners Architects, Air Quality Assessment Miller Goodall, Affordable Housing Statement Zerum, Archaeological Desk Based Assessment Orion Heritage, Blue and Green Infrastructure Statement Land Studio, Circular Economy Statement Futureserv, Construction Phase Plan United Living, Crime Impact Statement Greater Manchester Police, Design for Access 2 Compliance Report Hodder and Partners Architects, Energy Statement Futureserv, Environmental

Standards Statement Futureserv, Fire Engineering Review Jensen Hughes Fire Statement Form Jensen Hughes, Flood Risk Assessment and Drainage Strategy Roscoe Engineering, Green and Blue Infrastructure Statement Land Studio, Heritage Statement Significance Appraisal and Impact Assessment Stephen Levrant Heritage Architecture, Interim Travel Plan SK Transport Landscape Workbook Land Studio, Lighting Proposals Futureserv, Local Labour Agreement United Living, Noise Assessment Miller Goodall, Overheating & Ventilation Statement Futureserv, Phase 1 Ecology Assessment Erap Consultant Ecologists, Planning Statement Zerum, Preliminary Geo-Environmental Appraisal and Preliminary Mining Risk Assessment Calabrian, Statement of Community Consultation Cavendish Consulting, Tall Building Statement (included within Planning Statement) Zerum, Television and Radio Reception Survey GTech, Townscape and Visual Impact Assessment rmbp, Transport Assessment SK Transport and Utility Statement (including Broadband Connectivity Assessment) Futureserv

All received by the City Council, as Local Planning Authority, on the 11 October 2023

Environmental Statement Zerum

- Daylight and Sunlight,
- Greenhouse Gas Emissions,
- Built Heritage,
- Socio-Economics,
- Townscape and Visual Impact Assessment,
- Wind Microclimate

received by the City Council, as Local Planning Authority, on the 11 October 2023

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

3) Prior to the commencement of the development (excluding above ground demolition), details of the method for piling, or any other foundation design using penetrative methods, for the development 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 In addition, piling can affect the adjacent railway network which also requires consideration pursuant to policies SP1, EN17 and EN18 of the Manchester Core Strategy (2012)

4) 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)

5) Notwithstanding the Flood Risk Assessment and Drainage Strategy Roscoe Engineering received by the City Council, as Local Planning Authority, on the 11 October 2023, (a) the development shall not commence (excluding above ground demolition) 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 or attenuation) if practicable,
 - Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates, as the site is located within Conurbation Core Critical Drainage Area,
 - An existing and proposed impermeable areas drawing to accompany all discharge rate calculations,
 - CCTV survey and routing plan of existing drainage system to understand condition, capacity, connectivity,
 - Runoff volume in the 1 in 100 year, 6 hours rainfall shall be constrained to a value as close as is reasonable practicable to the greenfield runoff volume for the same event, but never to exceed the runoff volume from the development site prior to redevelopment;
 - Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 45% climate change in any part of a building,
- Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements) Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site,
- Progression through the drainage hierarchy shall be evidence based and supported by site investigation Results of ground investigation carried out under Building Research Establishment Digest 365 Site investigations should be undertaken in locations and at proposed depths of the proposed infiltration devices Proposal of the attenuation that is achieving half emptying time within 24 hours If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative surface water disposal routes (as follows) is required,
 - Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice,
 - Hydraulic calculation of the proposed drainage system, including all engineering parameters,
 - Construction details of flow control and SuDS elements

(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)

6) a) Before the development hereby approved commences (excluding above ground demolition), 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 the development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

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

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

7) Notwithstanding the Construction phase Plan received by the City Council, as Local Planning Authority, on the 11 October 2023, demolition shall not commence until a detailed construction management plan outlining working practices during construction have been submitted for approval in writing by the Local Planning Authority, which for the avoidance of doubt should include,

- o Display of an emergency contact number;
- o Details of Wheel Washing,
- o Dust suppression measures,
- o Compound locations where relevant,
- o Consultation with local residents/local businesses,
- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis;
- o Parking of construction vehicles and staff, and

- o 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 demolition shall be carried out in accordance with the approved construction management plan.

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).

8) Notwithstanding the Construction phase Plan received by the City Council, as Local Planning Authority, on the 11 October 2023, the development (excluding demolition) shall not commence until a detailed construction management plan outlining working practices during construction have been submitted for approval in writing by the Local Planning Authority, which for the avoidance of doubt should include,

- o Display of an emergency contact number,
- o Details of Wheel Washing,
- o Dust suppression measures,
- o Compound locations where relevant,
- o Consultation with local residents/local businesses,
- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis,
- o Parking of construction vehicles and staff, and
- o 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 plan.

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).

9) Prior to the commencement of the development (excluding demolition), all material to be used on all external elevations of the 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.

10) a) Prior to the commencement of the development (excluding above ground demolition), details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development.

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

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

(b) Within one month prior to construction work associated with 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)

11) Prior to the first occupation of the development hereby approved, details of the implementation, maintenance and management of the sustainable drainage scheme for the development 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)

12) The development hereby approved shall be carried out in accordance with the Energy Statement Futureserv Environmental Standards Statement Futureserv received by the City Council, as Local Planning Authority, on the 11 October 2023. A post construction review certificate/statement for the development shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

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.

13) Notwithstanding drawing L(--)-000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, (a) prior to any above ground works commencing, details of a hard and soft landscaping scheme (including appropriate materials, specifications) 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 residential element of the development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place

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

14) (a) Prior to the first occupation of the development, 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. For the avoidance of doubt, 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 (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location

(b) Prior to the first occupation 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 be 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)

15) (a) Notwithstanding the Acoustic Report by Miller Goodall received by the City Council, as Local Planning Authority, on the 11 October 2023, prior to the first use of each commercial unit as indicated on drawing L(--)-000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, a scheme of acoustic insulation for the commercial units shall be submitted for approval in writing by the City Council, as Local Planning Authority

(b) Prior to the first use of each of the commercial units, 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, and 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)

16) Notwithstanding the Noise Assessment Miller Goodall received by the City Council, as Local Planning Authority, on the 11 October 2023, prior to the first occupation of the development a scheme for acoustically insulating the proposed residential accommodation against noise from the local traffic network shall be submitted for approval in writing by the City Council, as Local Planning Authority The approved noise insulation scheme shall be completed before the first occupation of the development

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

Any resultant changes to building fabric need to be in accordance with the overheating criteria set out in the Acoustic Report by Sandy Brown stamped as received by the City Council, as Local Planning Authority, on the 13 June 2023

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 L Aeq (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 L Aeq

Gardens and terraces (daytime) 55 dB L Aeq

(b) Prior to the first occupation 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, and 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).

17) Prior to any above ground works, a waste management strategy and details of an appropriate waste storage area for the residential element shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented prior to the first use of the residential element and shall remain in situ whilst the use or development is in operation.

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

18) Prior to the first use of the commercial uses as indicated on drawing L(--)000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, details of a waste management strategy for the storage and disposal of refuse for the commercial uses of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented prior to the first use of the commercial uses and shall remain in situ whilst the use or development is in operation.

Reason - To ensure adequate refuse arrangements are put in place for the commercial, health centre and school elements of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

19) Prior to the first use of each of the commercial units, as indicated on drawing L(--)000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, should fume extraction be required, details of a scheme to extract fumes, vapours and odours from that commercial unit shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall then be implemented prior to the first occupation of the commercial units and thereafter retained and maintained in situ.

Reason - To ensure appropriate fume extraction is provided for the commercial units 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).

20) Prior to the first use of each of the commercial units as indicated drawing L(--)000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, details of any roller shutters to the ground floor of that commercial unit 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 occupation of each commercial unit 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).

21) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn. Prior to the first occupation of the development, full details of such a scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented in full prior to the first occupation of the development and shall remain in operation for so long as the development is occupied.

Reason - In the interests of amenity, crime reduction and the personal safety of those using and ensure that lighting is installed which is sensitive to the bat environment the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy

22) 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

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

Monday to Saturday 07 30 to 20.00

Saturday Sundays and Bank Holidays confined to 10 00 to 18 00

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

24) The commercial units hereby approved, as indicated on drawing L(--)-000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, shall not be open outside the following hours -

Monday to Saturday 08 00 to 23 30

Sundays (and Bank Holidays) 10.00 to 22 00

There shall be no amplified sound or any amplified music at any time within the unit

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

25) Prior to the first use of the external landscaped areas around the development as indicated on drawing L(--)-000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, an operational management strategy 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 (including no use of amplified music),
- 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 buildings

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

26) The commercial units, as shown on drawing L(--)-000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, shall remain as separate units and shall not be sub divided or amalgamated without the benefit of planning permission being secured

Reason- In the interests of residential amenity and to ensure the future viability and vitality of the commercial units pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1, C5 and SP1 of the Manchester Core Strategy

27) The three commercial units, as indicated drawing L(--)-000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024, can be occupied as Use Class E (excluding convenience retail and a gymnasium) 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)

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, ensuring the vitality of the units and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) For the avoidance of doubt, this does not preclude two unrelated people sharing a property

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of

accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

29) The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced properties or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification)

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as 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.

30) The development shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 11 October 2023. The development shall only be carried out in accordance with these approved details. Prior to the first occupation of the development, the Council as Local Planning Authority must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation.

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

31) The development hereby approved shall be carried out in accordance with the Framework Travel Plan stamped as received by the City Council, as Local Planning Authority, on the 11 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 occupation of the development, a Travel Plan for the development 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 for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012)

32) Prior to the first occupation of the residential element, the 154 space cycle store shall be implemented in accordance with drawing L(--)000_Ground Floor Plan-min received by the City Council, as Local Planning Authority, on the 10 January 2024 and thereafter retained and maintained in situ

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

33) Prior to the first occupation of the residential element of the development, a scheme of highway works shall be submitted for approval in writing by the City Council, as Local Planning Authority

This shall include the following (as shown on drawing SK drawing SK22359-001 Rev C)

- Footway reinstatement, resurfacing and tactile paving to Cheetham Hill Road and Park Place;
- The corner radius at the Park Place junction will be increased and dropped kerb and tactile paving installed
- Introduction of Traffic Regulation Orders to Park Place to prohibit parking, creation of an accessible bay, car club bay and loading bay and Modify Existing Single Yellow Line Restriction on Park Place,
- Implementation of additional cycle infrastructure and cycle route signing from the site
- Implementation of walking signs to city centre sites from the development

The approved scheme shall be implemented and be in place prior to the first occupation of the residential element 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)

34) Notwithstanding the TV Reception Survey, stamped as received by the City Council, as Local Planning Authority, on the 11 October 2023, 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 for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before the 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 Core Strategy

35) Prior to the first occupation of the development hereby approved, details of bird and bat boxes to be provided (including location and specification) for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented within a timescale to be agreed in writing with the City Council, as Local Planning Authority.

Reason - To provide new habitats for birds and bats pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012)

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

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

37) Prior to the first occupation of the development, a signage strategy for the entire buildings shall be submitted for approval in writing by the City Council, as Local Planning Authority. All commercial signage shall be situated behind the glass, no more than one projecting sign per commercial unit which shall be no more than 30mm in thickness. The signage strategy will include timescales for implementation. The approved strategy shall then be implemented for that building 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)

38) All windows at ground level with the exception of the WC and, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

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

39) The development hereby approved shall include for full disabled access to be provided to the internal courtyard and communal walkways and via the main entrances and to the floors above.

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

40) Prior to the commencement of the development, a detailed strategy for the provision of accessible dwellings (including a specified number of accessible wheelchair dwellings) for the development 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.

Reason - To ensure an appropriate level of accessible new homes within the development pursuant to policy DM1 of the Manchester Core Strategy (2012)

41) No doors to commercial units (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes Cheetham Hill Road and Park Place.

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

42) Prior to the first occupation of the development, details of the siting, scale and appearance of the solar panels to the roof of the buildings (including cross sections) shall be submitted to the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first use of the building and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012)

43) 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 at 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)

44) Prior to the first use of the roof terrace, the opening hours for the roof terrace shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The roof terrace shall only operate in accordance with the roof terrace opening hours.

There shall be no amplified sound or music used at the roof terrace.

Reason - In the interest of residential amenity pursuant to policy DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995)

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.

- 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.
- The applicant's attention is drawn to the new procedures for crane and tall equipment notifications, please see:
<https://www.caa.co.uk/Commercial-industry/Airspace/Event-and-obstacle-notification/Crane-notification/>
- It is important that any conditions or advice in this response are applied to a planning approval. Where a Planning Authority proposes to grant permission against the advice of Manchester Airport, or not attach conditions which Manchester Airport has advised, it shall notify Manchester Airport, and the Civil Aviation Authority as specified in the Town & Country Planning (Safeguarded Aerodromes, Technical Sites and Military Explosive Storage Areas) Direction 2002.
- 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

- 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.
- You should ensure that the proposal is 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 development 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.
- Whilst the building to be demolished has been assessed as negligible risk for bats, the applicant is reminded that under the 2019 Regulations 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.
- 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 bird's nest is suspected work should cease immediately and a suitably experienced ecologist employed to assess how best to safeguard the nest(s).

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.

Right of challenge on planning application decision

A third party does not have a right of appeal against a decision on a planning application. Instead there is a right of challenge (a Judicial Review) which is limited to lawfulness of the procedure that we have taken in coming to that decision.

Any challenge must be based on the following and not the merit of the decision:

- Procedural irregularity
- Irrationality
- Illegality

Any application for permission to bring such a challenge (which is through the High Court) must be made within 6 weeks of the date of the decision being issued.

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 To notify the Council in writing within 5 (five) Working Days of Commencement of Development

RETENTION OF ARCHITECT

- 2 The Owner shall use Best Endeavours to continue to employ the Architect as the lead architect throughout the Construction Period and until Practical Completion of the Development *PROVIDED THAT* the Architect remain 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 *Should the Architect not be appointed or continue to be appointed in accordance with paragraph 2 above* the Owner shall immediately notify the Council of this fact and shall use Best 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 immediately thereafter

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 2 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5

DISCOUNTED MARKET SALES HOUSING DEFINITIONS AND COVENANTS

The following words and expressions below shall mean as follows -

"Additional Discounted Market Sales Housing Contribution"	means in circumstances where a sale of a Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit has taken place in accordance with paragraph 6 6, 6 7 or 8 of this Schedule, the lower of the following two amounts (a) 20% of the proceeds of sale, and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant Discounted Market Sales Housing Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the Discounted Market Sales Housing Unit Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discounted Market Sales Housing Unit Owner in connection with the sale of the Discounted Market Sales Housing Unit and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discounted Market Sales Housing Unit Owner as a result of the disposal of the Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit
"Affordable Dwelling"	means a Dwelling to be provided as Affordable Housing in accordance with this Schedule and for the avoidance of doubt this shall include the Discounted Market Sales Housing Units
"Affordable Housing Statement"	a written scheme to be submitted to and approved in writing by the Council for the provision of Affordable Housing on the Site as a whole in accordance with the provisions of this Schedule 5 of this Agreement and detailing the number, size, location, occupancy criteria and tenure mix of the Affordable Housing on the Site
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the Discounted Market Sales Housing Unit, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service

"Cluster"	shall mean a group of Affordable Dwellings which does not have contiguous boundaries with another group of Affordable Dwellings
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a Discounted Market Sales Housing Unit to a purchaser meeting the Eligibility Criteria
"Discounted Market Price"	means a sum which is the Market Value discounted by at least 20%
"Discounted Market Sales Housing"	means housing that is Affordable Housing which may be disposed of as a freehold or (in the case of flats only) as a leasehold property at the Discounted Market Price
"Discounted Market Sales Housing Unit"	means a Dwelling that is also Discounted Market Sales Housing
"Discounted Market Sales Housing Unit Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a Discounted Market Sales Housing Unit other than (a) the Owner, or (b) another developer or other entity to which the freehold interest or leasehold interest in a Discounted Market Sales Housing Unit or in the land on which a Discounted Market Sales Housing Unit is to be provided has been transferred before that Discounted Market Sales Housing Unit is made available and is disposed of for occupation as a Discounted Market Sales Housing Unit, or the freehold a tenant or sub-tenant of a permitted letting under paragraph 7
"Disposal"	means for the purpose of this Schedule 5 a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a Discounted Market Sales Housing Unit other than (a) a letting or sub-letting in accordance with paragraph 7 (b) a transfer of the freehold interest in a Discounted Market Sales Housing Unit or land on which a Discounted Market Sales Housing Unit is to be provided before that Discounted Market Sales Housing Unit is made available for occupation except where the transfer is to a Discounted Market Sales Housing Unit Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Eligibility Criteria"	means criteria (if any) published by the Council at the date of the relevant disposal of a Discounted Market Sales Housing Unit which are met in respect of a disposal of a Discounted Market Sales Housing Unit if

	(a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (if any), and (b) any or all of criteria (i) (ii) and (iii) below are met (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria), and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this Agreement the Council has not prescribed any Eligibility Criteria in respect of the disposal of a Discounted Market Sales Housing Unit
"Exempt Disposal"	means the Disposal of a Discounted Market Sales Housing Unit in one of the following circumstances (a) a Disposal to a spouse or civil partner upon the death of the Discounted Market Sales Housing Unit Owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the Discounted Market Sales Housing Unit Owner (c) Disposal to a former spouse or former civil partner of a Discounted Market Sales Housing Unit Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 8 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 7
"Income Cap"	means a local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the Discounted Market Sales Housing Unit it being acknowledged that at the date of this agreement the Council has not set an Income Cap
"Key Worker"	means such categories of employment as may be designated and published by the Council from time to time as the "Discounted Market Sales Housing Key Worker criteria" and is in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit and for the avoidance of doubt any such replacement criteria in operation

	at the time of the relevant disposal of the Discounted Market Sales Housing Unit shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker
"Local Connection Criteria"	means such local connection criteria as may be designated and published by the Council from time to time as its "Discounted Market Sales Housing Local Connection Criteria" and which is in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit and for the avoidance of doubt any such criteria or replacement criteria in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria
"Market Dwelling"	means any Dwelling which is not a Discounted Market Sales Housing Unit and "Market Dwellings" shall be construed accordingly
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the Discounted Market Sales Housing Unit Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 20% discount in the valuation
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a Discounted Market Sales Housing Unit including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a Discounted Market Sales Housing Unit
"Practical Completion"	means for the purpose of this Schedule 5 the stage reached when the construction of a Discounted Market Sales Housing Unit is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the a Discounted Market Sales Housing Unit Owner and acting in an independent capacity

OBLIGATIONS

- 1 Unless otherwise agreed in writing by the Council, the Owner for and on behalf of themselves and their successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that

- 1 1 paragraphs 2,3,4 and 5 shall not apply to a Discounted Market Sales Housing Unit Owner,
- 1 2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a Discounted Market Sales Housing Unit is owned by a Discounted Market Sales Housing Unit Owner they shall apply to that Discounted Market Sales Housing Unit Owner only in respect of the Discounted Market Sales Housing Unit owned by that Discounted Market Sales Housing Unit Owner, and
- 1 3 Paragraph 8 applies as set out therein

2. QUANTUM OF DISCOUNTED MARKET SALES HOUSING

- 2 1 20% (twenty per cent) of the Dwellings on the Site (rounded up or down to the nearest whole Dwelling) shall be identified reserved and set aside as Discounted Market Sales Housing Unit in accordance with the approved Affordable Housing Statement and shall be provided and retained as Discounted Market Sales Housing in perpetuity subject to the terms of this Schedule

3. CLUSTERING

- 3 1 The Discounted Market Sales Housing Units shall not be visually distinguishable from the Market Dwellings based upon their external appearance
- 3 2 The internal specification of the Discounted Market Sales Housing Unit shall not by reason of their being Discounted Market Sales Housing Unit be inferior to the internal specification of the equivalent Market Dwellings
- 3 3 The size of Clusters and shared access arrangements for Affordable Dwellings which are flats in blocks shall be agreed in writing with the Council as part of the Affordable Housing Statement

4. SIZE AND LOCATION

- 4 1 The size and location of the Discounted Market Sales Housing Units provided within the Site shall be in accordance with the size and location approved in the Affordable Housing Statement

5. DEVELOPMENT STANDARD

- 5 1 All Discounted Market Sales Housing Units shall be constructed to no less than the standard applied to the Market Dwellings

6. DELIVERY MECHANISM

- 6 1 The Discounted Market Sales Housing Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as Discounted Market Sales Housing to a person or person(s) meeting the Eligibility Criteria
- 6 2 No Discounted Market Sales Housing Units shall be Disposed of (whether on a first or any subsequent sale) unless and until
- 6 2 1 The Council has been provided with evidence that
- 6 2 1 1 the intended purchaser meets the Eligibility Criteria
- 6 2 1 2 the Dwelling is being Disposed of as a Discounted Market Sales Housing Unit at the Discounted Market Price and
- 6 2 1 3 the transfer of the Discounted Market Sales Housing Units includes
- 6 2 1 3 1 a definition of the "Council" which shall be
"The Council of the City of Manchester"
- 6 2 1 3 2 a definition of " Discounted Market Sales Housing Provisions" in the following terms
"means the provisions set out in paragraphs 6 1 to 6 7 of Schedule 5 of the S106 Agreement a copy of which is attached hereto as the Annexure "
- 6 2 1 3 3 A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated *[insert date]* made between (1) THE COUNCIL and (2) T&M PROPERTY DEVELOPMENTS NO 2 LIMITED
- 6 2 1 3 4 a provision that the Property is sold subject to and with the benefit of the Discounted Market Sales Housing Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the Discounted Market Sales Housing Provisions
- 6 2 1 3 5 a copy of the Discounted Market Sales Housing Provisions in an Annexure
- 6 2 2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 6 2 1 have been met
- 6 3 On the first Disposal of each and every Discounted Market Sales Housing Unit to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration

Rules 2003 for the entry on the register of the title of that Discounted Market Sales Housing Unit of the following restriction

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the City of Manchester of Town Hall, Albert Square, Manchester, M60 2LA or their conveyancer that the provisions of clause [clause] (the Discounted Market Sales Housing Provisions) of the Transfer dated [date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6 4 The owner of a Discounted Market Sales Housing Unit (which for the purposes of this paragraph shall include the Owner and any Discounted Market Sales Housing Unit Owner) may apply to the Council to Dispose of it other than as a Discounted Market Sales Housing Unit on the grounds that either

6 4 1 the Dwelling has been actively marketed as a Discounted Market Sales Housing Unit for six (6) months in accordance with paragraph 6 1 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a Discounted Market Sales Housing Unit but it has not been possible to Dispose of that Dwelling as a Discounted Market Sales Housing Unit in accordance with paragraph 6 2 1, or

6 4 2 requiring the Discounted Market Sales Housing Unit Owner to undertake active marketing for the period specified in paragraph 6 4 1 before being able to Dispose of the Dwelling other than as a Discounted Market Sales Housing Unit would be likely to cause the Discounted Market Sales Housing Unit Owner undue hardship

6 5 Upon receipt of an application served in accordance with paragraph 6 4 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discounted Market Price

6 6 If the Council is satisfied that either of the grounds in paragraph 6 4 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6 4 that the relevant Dwelling may be Disposed of

6 6 1 to the Council at the Discounted Market Price, or

6 6 2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a Discounted Market Sales Housing Unit

and on the issue of that written confirmation the obligations in this Agreement which apply to Discounted Market Sales Housing shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6 8 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as Discounted Market Sales Housing

- 6 7 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6 4 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6 4 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as Discounted Market Sales Housing and the timescale (which shall be no longer than six (6) months) If at the end of that period the owner has been unable to Dispose of the Dwelling as Discounted Market Sales Housing they may serve notice on the Council in accordance with paragraph 6 4 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a Discounted Market Sales Housing Unit
- 6 8 Where a Dwelling is Disposed of other than as Discounted Market Sales Housing or to the Council at the Discounted Market Price in accordance with paragraphs 6 6 or 6 7 above the owner of the Discounted Market Sales Housing Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional Discounted Market Sales Housing Contribution
- 6 9 Upon receipt of the Additional Discounted Market Sales Housing Contribution the Council shall
- 6 9 1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6 3 where such restriction has previously been registered against the relevant title
- 6 9 2 apply all monies received towards the provision of Affordable Housing in the Administrative Boundaries of Manchester
- 6 10 Any person who purchases a Discounted Market Sales Housing Unit free of the restrictions in this Schedule 6 pursuant to the provisions in paragraphs 6 7 and 6 8 shall not be liable to pay the Additional Discounted Market Sales Housing Contribution to the Council

7. USE

Each Discounted Market Sales Housing Unit shall be used only as the main residence of the Discounted Market Sales Housing Unit Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7 1 – 7 4 below

- 7 1 A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for a fixed term of no more than two (2) years, provided that the Discounted Market Sales Housing Unit Owner notifies the Council in writing before the Discounted Market Sales Housing Unit is Occupied by the prospective tenant or sub-tenant A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit pursuant to this paragraph more than once during that Discounted Market Sales Housing Unit Owner's period of ownership, but the aggregate of

such lettings or sub-lettings during a Discounted Market Sales Housing Unit Owner's period of ownership may not exceed two (2) years

- 7 2 A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for any period provided that the Discounted Market Sales Housing Unit Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances in paragraphs 7 2 1 – 7 2 6 below

7 2 1 the Discounted Market Sales Housing Unit Owner is required to live in accommodation other than their Discounted Market Sales Housing Unit for the duration of the letting or sub-letting for the purposes of employment,

7 2 2 the Discounted Market Sales Housing Unit Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting,

7 2 3 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm,

7 2 4 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown,

7 2 5 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy, and

7 2 6 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person

- 7 3 A letting or sub-letting permitted pursuant to paragraph 7 1 or 7 2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discounted Market Sales Housing Unit on terms which expressly prohibit any further sub-letting

- 7 4 Nothing in this paragraph 7 prevents a Discounted Market Sales Housing Unit Owner from renting a room within their Discounted Market Sales Housing Unit or from renting their Discounted Market Sales Housing Unit as temporary sleeping accommodation provided that the Discounted Market Sales Housing Unit remains at all times the Discounted Market Sales Housing Unit Owner's main residence

8. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of this Agreement in relation to the Discounted Market Sales Housing shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual the Discounted Market Sales

Housing Unit or any persons or bodies deriving title through such Mortgagee or Receiver
PROVIDED THAT

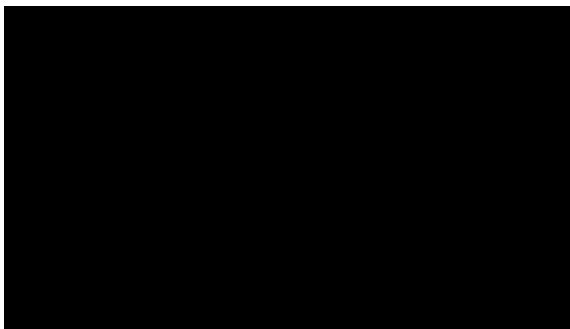
- 8 1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant Discounted Market Sales Housing Unit, and
- 8 2 once notice of intention to Dispose of the relevant Discounted Market Sales Housing Unit has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that Discounted Market Sales Housing Unit at its full Market Value and subject only to paragraph 8 3
- 8 3 following the Disposal of the relevant Discounted Market Sales Housing Unit the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional Discounted Market Sales Housing Contribution
- 8 4 following receipt of notification of the Disposal of the relevant Discounted Market Sales Housing Unit the Council shall
 - 8 4 1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6 3, and
 - 8 4 2 apply all such monies received towards the provision of Affordable Housing within the Administrative Boundaries of Manchester

9. AFFORDABLE HOUSING STATEMENT

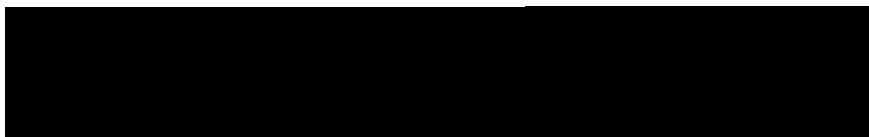
- 9.1. Prior to Occupation to submit to the Council for its written approval the Affordable Housing Statement

01-23074

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:



EXECUTED AS A DEED)
by T&M PROPERTY)
DEVELOPMENTS NO.2 LIMITED)



in the presence of:-

