



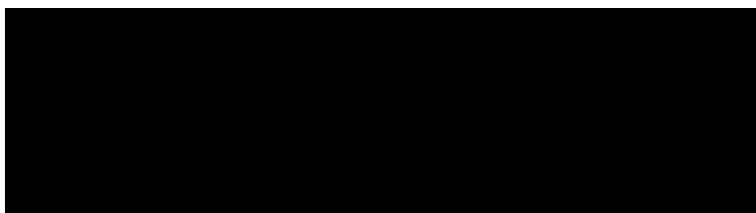
Unilateral Planning Obligation

under Section 106 of the Town &
Country Planning Act 1990

(1) Deansgate (Manchester) Limited

relating to land at Deansgate South, Manchester

Dated 27 April 2022



For TLT LLP

Dated.....

27/4/2022

One Redcliff Street
Bristol BS1 6TP
T +44 (0)117 917 7777
F +44 (0)117 917 7778
DX 7815 Bristol

www.TLTsolicitors.com
/70046015.2

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This Unilateral Planning Obligation is made the [•] 27 day of [•] April 2022

And given by:

- (1) Deansgate (Manchester) Limited (Company Registration Number 10296137) of 60 Oxford Street, Manchester, M1 5EE (**Owner**)
- to
- (2) The Council of the City of Manchester of Town Hall, Albert Square, Manchester, M60 2LA (**Council**)

1 Definitions and interpretation

- 1.1 In this Unilateral Planning Obligation the following expressions shall where the context so requires or admits have the following meanings:

Act	the Town & Country Planning Act 1990 (as amended) or any re-enactment or modification thereof for the time being in force
Appeal	the appeal submitted under reference APP/B4215/W/21/3287525 to the Secretary of State for Housing, Communities and Local Government
Application	the application made by Fusion Manchester DevCo Ltd to the Council for full planning permission to develop the Application Site under reference number 129406/FO/2021
Application Site	land at Deansgate South, Manchester shown edged red on the Plan in respect of which Fusion Manchester DevCo Ltd has made the Application
Bee Network Cycle Hire Stand Contribution	the sum of thirty thousand pounds (£30,000.00) to be used for the provision by the Council of a Bee Network Cycle hire stand in the vicinity of the Development
CIL Regulations	the Community Infrastructure Regulations 2010 (as amended)
Contributions	the Bee Network Cycle Hire Stand Contribution and the Pedestrian Crossing Contribution,
Decision Letter	the letter containing the decision of the Planning Inspector in respect of the Appeal
Development	such development as may be authorised by the Planning Permission
Implementation	in the case of implementation of the Planning Permission the carrying out of any of the material operations listed in Section 56 of the Act pursuant to the Planning Permission provided that for the purposes of determining whether or not a material

operation has been carried out there shall be disregarded site clearance, demolition, site surveys and investigations and **implement** and **implemented** shall be construed accordingly

Occupation	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 any part of the Development or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
Pedestrian Crossing Contribution	the sum of seventy-five thousand pounds (£75,000.00) to be used for the provision by the Council of a new signalised pedestrian crossing on Medlock Street
Plan	the plan annexed to this Agreement
Planning Inspector	the inspector appointed to determine the Appeal
Planning Permission	the planning permission granted pursuant to the Appeal
Working Day	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday and Working Days shall be construed accordingly

1.2 In this Unilateral Planning Obligation, unless the context otherwise requires:

- 1.2.1 any reference to a statute or a provision of a statute shall be construed as a reference to that statute or provisions as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 any reference to the singular shall include the plural and vice versa;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Unilateral Planning Obligation;
- 1.2.6 where any party comprises two or more persons, any obligations of that party in, under or arising from this Unilateral Planning Obligation is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.7 references to any party to this Unilateral Planning Obligation include its successors-in-title and permitted assignees and in the case of any local authority shall also include any successor in function;

- 1.2.8 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Unilateral Planning Obligation or the relevant paragraph of this Unilateral Planning Obligation respectively;
- 1.2.9 where in this Unilateral Planning Obligation any approval or consent or a certificate is required to be given by the Council then such approval or consent shall unless otherwise stated be given by such officer as the Council as appropriate shall from time to time notify in writing to the Owner;
- 1.2.10 all payments in accordance with the terms of this Unilateral Planning Obligation shall be exclusive of any VAT payable in respect thereof.

2 Background

- 2.1 The Council is a Local Planning Authority as defined in the Act and a Local Planning Authority for the purposes of planning obligations imposed pursuant to the provisions of Section 106 of the Act.
- 2.2 The Owner is the owner in fee simple in possession of the Application Site with title absolute registered at HM Land Registry under title number MAN275639
- 2.3 The Application has been submitted to the Council by Fusion Manchester DevCo Ltd for Planning Permission for the development of the Application Site as described in the Application.
- 2.4 The Council has by a decision notice dated 4 June 2021 refused the Application.
- 2.5 Fusion Manchester DevCo Ltd has submitted the Appeal and the Owner is willing to give an undertaking to perform the obligations set out in this Unilateral Planning Obligation in the event of the Appeal being allowed.

3 Condition Precedent

- 3.1 This Unilateral Planning Obligation is conditional on and shall only have effect on the later of the following:
- 3.1.1 the date six weeks after the grant of the Planning Permission in circumstances in which no legal proceedings shall have been issued by any person to challenge the validity of the Planning Permission; and
- 3.1.2 the date on which the Owner shall begin the Development by an Implementation of the Planning Permission.
- 3.2 If before the expiry of six weeks after the grant of the Planning Permission any person shall issue legal proceedings to challenge the validity of the Planning Permission then the period of six weeks referred to in Clause 3.1.1 shall be extended until a date seven days after the final determination of such legal proceedings (including for the avoidance of doubt the expiry of the period allowed for any appeal) and any necessary determination or re-determination by the Council as appropriate (when the preceding provision shall apply again).
- 3.3 If on the expiry of the period referred to in Clause 3.2 the Planning Permission is not extant then this Unilateral Planning Obligation shall absolutely determine and become null and void.

4 Statutory Provisions and Covenants

- 4.1 This Unilateral Planning Obligation is entered into pursuant to the provisions of sections 106 of the Act and section 111 of Local Government Act 1972 and shall be deemed to

be planning obligations in respect of the Application Site for the purposes of that section but without prejudice to all and any other means of enforcing them at law or in equity or by statute.

- 4.2 The covenants and obligations created by this Unilateral Planning Obligation are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as Local Planning Authority.
- 4.3 This Unilateral Planning Obligation shall cease to have effect in respect of any then outstanding obligations in the event that the Planning Permission is quashed as a result of legal proceedings is revoked, or is modified without the Owner's consent.
- 4.4 No person will be liable for any breach of this Unilateral Planning Obligation unless they hold an interest in that part of the Application Site in respect of which such breach occurs or hold such an interest at the date of the breach provided that the person shall remain liable for any antecedent breach.
- 4.5 If the Planning Inspector concludes that any of the planning obligations set out in this Unilateral Planning Obligation are incompatible with any one of the tests for planning obligations set out at Regulation 122 of the CIL Regulations, and accordingly attached no weight to that obligation in determining the Appeal then the relevant obligation shall from the date of the Decision Letter cease to have effect and the Owner shall be under no obligation to comply with them.

5 Obligations

The Owner covenants as follows:

- 5.1 To pay the Contributions to the Council prior to Implementation of the Development

6 Notices

- 6.1 Any notice or consent required or permitted under this Unilateral Planning Obligation shall be in writing and shall be sent by first class registered post, hand delivery or fax. There shall be no right to serve notices or consents by email but if a party chooses to do so and the other party agrees email may be used.
- 6.2 Subject to Clause 6.4 below any such notice, consent or other document shall be deemed to have been duly received:
 - 6.2.1 if despatched by first class, registered post - 48 hours from the time of posting to the relevant party; or
 - 6.2.2 if despatched by hand delivery - at the time of actual delivery; or
 - 6.2.3 if despatched by fax or email - 24 hours after the time of the despatch.
- 6.3 Unless otherwise notified by one party to the other in writing from time to time, for the purposes of this clause the postal addresses of each party are those set out at the beginning of this Unilateral Planning Obligation.
- 6.4 In proving service by post it will be sufficient (unless any relevant part of the postal service is affected by industrial action) to prove that the envelope containing the notice was duly stamped addressed and posted to the addresses specified herein. In proving service by fax or email it shall be sufficient to prove that it was properly addressed and dispatched to the numbers or address specified herein.
- 6.5 A party shall not attempt to prevent or delay the service on it of a notice under this Unilateral Planning Obligation.

7 Waiver

- 7.1 No delay or failure on the part of any party in enforcing any provision in this Unilateral Planning Obligation shall be deemed to be a waiver or create a precedent or in any way prejudice any party's rights under this Unilateral Planning Obligation.
- 7.2 The rights and remedies provided in this Unilateral Planning Obligation are cumulative and are additional to any rights or remedies provided by law.

8 Miscellaneous

- 8.1 If any party defaults in the payment when due of any sum payable under this Unilateral Planning Obligation (whether pursuant to a court order or otherwise) the liability of that party in default shall be increased to include interest on such sum from the date when such payment was due until the date of actual payment at a rate of 4% above the base rate from time to time of Barclays Bank plc such interest shall accrue from day to day and shall be compounded annually.
- 8.2 The Owner hereby consents to the registration of this Deed as a Local Land Charge.
- 8.3 If any provision in this Unilateral Planning Obligation shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired.
- 8.4 The Owner hereby warrants to the Council that they have not leased mortgaged charged or otherwise created any interest in the Application Site save for those matters revealed on Title Number MAN275639 at the date of this Unilateral Planning Obligation.
- 8.5 Nothing in this Unilateral Planning Obligation shall prohibit or limit the right to develop any part of the Application Site in accordance with any planning permission (other than the Planning Permission) granted after the date of the Planning Permission SAVE FOR if the Council grant a planning permission pursuant to an application to vary or amend the Planning Permission made by the Owner under section 73 of the Act the covenants and provisions of this Unilateral Planning Obligation shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission unless that application to vary the Planning Permission is itself supported by a completed planning obligation under section 106 of the Act and/or completed deed of variation under section 106A of the Act.
- 8.6 This Unilateral Planning Obligation constitutes a Deed.

9 Third Parties

The Owner declares and confirms that with the exception of any person who becomes an Owner of the Application Site no term of this Unilateral Planning Obligation is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this Unilateral Planning Obligation.

In witness whereof this deed has been duly executed by the parties the day and year first before written.

Signed as a Deed by
Deansgate (Manchester) Limited

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)

.....
Director

acting by Stephen Beech in the
presence of

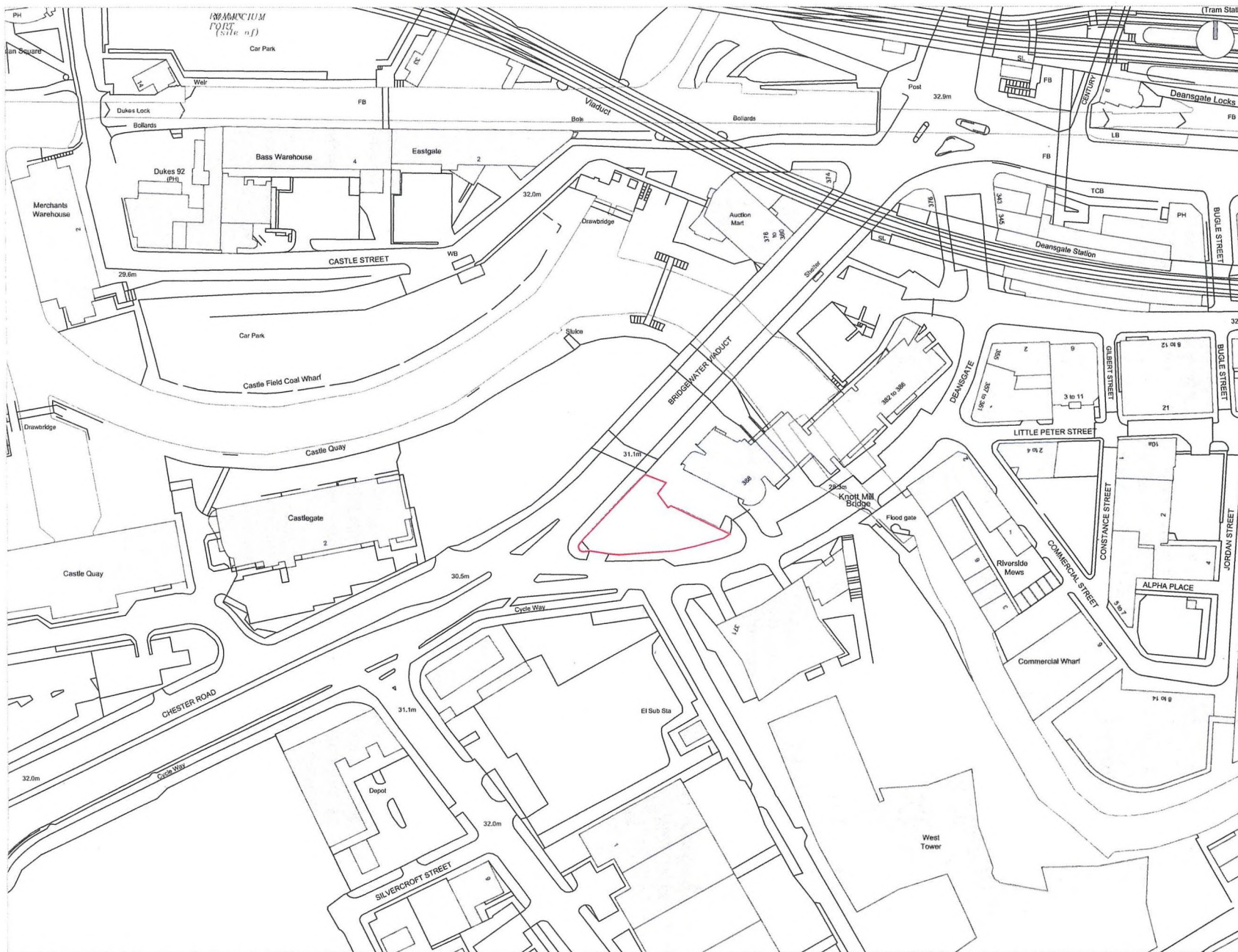
Witness signature:

Name: SARAH RIDLEY

Address:

Occupation:

EXECUTIVE ASSISTANT



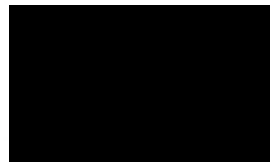
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Figured dimensions only to be taken from this drawing. All contractors must visit the site and take measurements out dimensions and notify the architect of any discrepancies before manufacture or construction work.

NOTES:

KEY:

Site Boundary
Site Area: 665 sqm



P-00	Planning Issue.	17.12.20	CMc	ML
Rev	Description	Date	Dr By	App By
Project Stage				

EXISTING

REV	DATE	NOTES	CHK
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FUSION STUDENTS

Project

DEANSGATE SOUTH
MANCHESTER

Drawing Title

EXISTING
SITE LOCATION PLAN

Drawn	Checked	Paper Size	Scale	Date
CMc	ML	A3	1:1250	AUG 2020
Project No.	Drawing No.	Revision		
20269	0200	P-00		

**CORSTORPHINE
+ WRIGHT
ARCHITECTS**

Warwick
London
Birmingham
Manchester
Newcastle

Brook Hall Brook Street Warwick CV34 4BL
Tel. 01926 658444 www.corstorphine-wright.com

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SITE LOCATION PLAN

1:1250