DATED 2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

THE MANCHESTER METROPOLITAN UNIVERSITY

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to All Saints Campus, Oxford Road, Manchester

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

THIS AGREEMENT is made the day of 2026

BETWEEN:

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

(2) **THE MANCHESTER METROPOLITAN UNIVERSITY** a higher education corporation established under the Education Reform Act 1988) whose registered office is situated at Ormond Building, Lower Ormond Street, Manchester M15 6BX (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 Council is also the freehold owner of part of the Site registered at the Land Registry with title absolute under title number MAN51348 and MAN175724 together with but subject to all matters contained or referred to in the title registers thereunder. It is agreed by the parties that the Owner's covenant hereinafter contained shall not bind the Council. 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 part of the Site registered at the Land Registry with title absolute under title numbers GM626328 and GM626745 together with but subject to all matters contained or referred to in the title registers thereunder and has the benefit of a leasehold interest in part of the Site registered at the Land Registry under title numbers GM688237, GM680701 and GM648345 together with but subject to all matters contained or referred to in the title registers thereunder.

C 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.

D 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.

E 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.

F Paragraph 13 of Schedule 7A of the Act (as defined herein) sets out that every planning permission granted for the development of land in England shall be deemed to have been granted subject to a biodiversity gain condition requiring the development to achieve ten (10) per cent of diversity value, This Agreement includes provisions related to that requirement.

G 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;

"Agreement" shall mean this agreement;

"Application" the application to which the Council gave the reference 144697/FO/2025 for the erection of new part 7 storeys and part 9 storeys library building (Use Class F1), with associated public realm, access and servicing arrangements, and other associated works.

"Biodiversity Gain Condition" means the condition deemed to have been included in the Planning Permission by Paragraph 13 of Schedule 7A of the Act requiring the development to achieve a net gain of 10 (ten) per cent of biodiversity value;

"Biodiversity Gain Land Monitoring Contribution" means the sum of £3,995.00 (three thousand nine hundred and ninety-five) Index Linked to be paid by the Owner to the Council under Paragraph 2 of Schedule 3 of this Agreement to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the HMMP;

"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 "Developed" 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.

"Habitat Management and Monitoring Plan" or **"HMMP"** means the document which provides a description of the plan the Owner will implement in order to manage and monitor on-site biodiversity gain for a continuous period of thirty (30) years as required by the Biodiversity Gain Condition of the Planning Permission and approved by the Council;

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

"Index Linked" adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and "**Index Linking**" shall be construed accordingly;

"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;

"Plan" the plan attached to the Agreement at Schedule 1;

"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" means the issue of a certificate of practical completion by the Owner's Architect Engineer 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.

"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 Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

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

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

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

2 **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 this Clause and Clauses 9, 11, 15, 17, 18 and 19 which shall have immediate effect.

4 **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 **THE OWNER'S COVENANTS**

5.1 The Owner on behalf of themselves and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 **THE COUNCIL'S COVENANTS**

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

7 **DISPUTE RESOLUTION**

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

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

7.3 Any reference of a dispute to an Expert or 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 ENTRY**

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.

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;

14.1.3 Notices to the Owner may also be served by email to the email addresses notified by the parties from time to time for this purpose and shall be deemed received at the time of transmission unless an error notification is received.

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;

16. **INTEREST**

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

17. **JURISDICTION**

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

18 **COMPLETION**

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

19**. 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 a legal or equitable interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

20 **SECTION 73 OF THE ACT**

20.1 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application then references to Planning Permission in this Agreement shall unless the Council in determining any application(s) under Section 73 of the 1990 Act requires the completion of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act include the new planning permission granted pursuant to Section 73 of the 1990 Act and unless as aforesaid this

Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.

20.2 In respect of the completion of any new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act (the "New Deed") required by the Council when determining an application under Section 73 of the 1990 Act to amend the Planning Permission ("the "S73 Application") to the extent that any obligations imposed under this Agreement in respect of the Planning Permission have been triggered and fully discharged the Council will accept that discharge in lieu of the discharge of any identical obligations imposed in the New Deed in respect of a planning permission granted pursuant to the S73 Application.

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

SCHEDULE 1

The Site

Land at All Saints Campus, Oxford Road, Manchester and shown for the purposes of identification only edged red on the Plan.

SCHEDULE 2

Draft Planning Permission

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

Part One

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.
2. To pay the Biodiversity Gain Land Monitoring Contribution to the Council on Commencement of Development.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

1. To use the Biodiversity Gain Land Monitoring Contribution for the purpose which it was paid and for no other purpose.

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

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

AUTHORISED SIGNATORY

Executed as a deed by

MANCHESTER METROPOLITAN UNIVERSITY

by affixing its common seal in the presence of:

Signature

Authorised Signatory Name

Signature

Authorised Signatory Name