Dated 1st December 2025

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

PJ LIVESEY LIVING SPACE LIMITED

AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990, Section 111 Local Government Act 1972, Section 1 Localism Act 2012 relating to land at the former Didsbury Campus, Wilmslow Road Didsbury in the City of Manchester

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

L/BH/PLA001/84109

THIS AGREEMENT is made the First day of December 2025

BETWEEN

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

(2) **PJ LIVESEY LIVING SPACE LIMTED** (company registration number 03175509) whose registered office is at Unit 4, Edward Court, Altrincham, WA14 5GL (the "**Owner**") which expression shall include the successors in title and assigns of 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 Site is situated within the Administrative Boundaries of Manchester.

B. The Owner is the registered proprietor with title absolute of the freehold of the Retained Land registered at the Land Registry under Title Numbers MAN265652, MAN287016, GM603010, GM611951, LA22011, LA44988, and LA67345 and is the registered proprietor with good leasehold title of the leasehold of the part of the Retained Land registered at the Land Registry under title numbers LA44810 and LA65327 LA236603 together with but subject to all matters contained or referred to in the Title Registers thereunder

C. On 24 November 2015 the Council (1) the Manchester Metropolitan University Higher Education Corporation (2) and the Owner (3) entered into an agreement under section 106 of the Act (the "Planning Agreement") On 25 July 2022 the Council (1) the Owner (2) and Santander UK PLC (3) entered into an agreement under section 106 pf the Act (the "Second Planning Agreement")

D. The Council granted the First Planning Permission on 24 November 2015, the Second Planning Permission and Third Planning Permission on 27 February 2018 and the Fourth Planning Permission on 25 July 2022

E The Owner has submitted the Applications to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement

F. The planning purpose of this Agreement is to improve the amenity of the land in the locality of the Retained Land with benefit for 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

G. The Council is satisfied that the obligations contained in the Schedule to 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 relate in scale and kind to the Development

and in any event will secure other planning benefits.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

"Act" shall mean 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" shall mean all the wards that together comprise the City of Manchester;

"Agreement" shall mean this agreement;

"Applications" shall mean the application for planning permission received by the Council and allocated reference number 141098/JO/2024 to vary condition 2 (land contamination) and 15 (external lighting) attached to the Fourth Planning Permission (the "First Application") and the application for planning permission received by the Council and allocated reference number 141193/JO/2024 to vary condition 4 (Highways) attached to the Fourth Planning Permission (the "Second Application"),

"Approved" shall mean in respect of the Landscape Management Scheme approved in writing by the Council or where applicable approved in writing by the expert referred to in accordance with the provisions contained in clauses 17 and 18 as the same may have been amended as part of the approval process and "**Approval**" shall be construed accordingly;

"Commencement of Date" shall mean the date upon which the first of either the Fifth Development or Sixth Development is commenced by the carrying out of a material operation as defined in section 56 of the Act and **"Commence Development" "Commencement"** and **Commencement of Development"** shall have the corresponding meaning,

"Commencement Notice" shall mean written notice given by the Owner to the Council within 14 days of Commencement stating that Commencement has taken place and specifying the date of Commencement;

"Core Strategy" shall mean 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,

"Disposal" shall mean the first disposal of a Dwelling by way of a Transfer and **"Dispose"** and **"Disposed Of"** shall be construed accordingly;

"Dwelling" shall mean any of the residential houses or apartments to be constructed pursuant to the Planning Permission and Reserved Matters Approval and **"Dwellings"** shall be construed accordingly,

"**Fifth Development**" the development undertaken on the Retained Land and adjacent land permitted by the Fifth Planning Permission being the variation to the development permitted by the Fourth Planning Permission consisting of the variation of conditions 2 (land contamination) and 15 (external lighting) attached to the Fourth Planning Permission to allow for an amended external lighting scheme at the site and to provide contaminated land reports associated with the development,

"Fifth Planning Permission" planning permission granted pursuant to the First Application for the Fifth Development substantially in the form appended at Schedule 4 as may be amended from time to time by any non-material amendment granted pursuant to section 96A of the Act,

"First Development" shall mean the development of the Retained Land and adjacent land pursuant to the First Planning Permission and substantially comprising a detailed application for the erection of 42 (forty two) dwellinghouses, erection of a four storey building with basement car parking to form 7 (seven) apartments following demolition of existing buildings, change of use of the former main administrative building to form 32 (thirty two) dwellings (17 townhouses and 15 apartments) and including the erection of two storey extension to internal courtyard, elevation alterations, installation of internal courtyard canopy together with associated landscaping and boundary treatments, following the demolition of existing buildings within the courtyard; change of use of the Chapel building to form 10 (ten) apartments including the erection of a single storey extension, elevational alterations, creation of underground car park, and associated amenity space, change of use of the Lodge building to form a dwellinghouse, erection of two storey side and rear extensions following demolition of attached electricity substation; change of use of 801 Wilmslow Road to form single dwellinghouse, change of use of 803 Wilmslow Road to form single dwellinghouse following demolition of existing two storey outrigger, alterations to boundary walls, and provision of associated

parking , landscaping, boundary treatments and other infrastructure works with all matters to be considered for the site of the former Manchester Metropolitan University Campus and, outline application for the erection of a school building (with a maximum 3,161 sqm of gross internal floorspace) and associated facilities on the site of the Broomhurst Halls of Residence following the demolition of existing buildings on site, with access from Wilmslow Road and all other matters reserved;

"First Planning Permission" shall mean outline planning permission under the Act for the First Development granted under reference 108541/OO/2015/S2 on 24 November 2015,

"Fourth Development" the development undertaken on the Retained Land and adjacent land permitted by the Fourth Planning Permission being the variation to the development permitted by the Third Planning Permission consisting of the variation of condition 4 (Lighting) attached to the Third Planning Permission;

"Fourth Planning Permission" shall mean planning permission under the Act for the Fourth Development granted under reference 131722/JO/2021 on 25 July 2022,

"Implement" shall mean to implement the Planning Permission by carrying out a material operation as defined in section 56(4) of the Act and **"Implement"** and **"Implementation"** shall be construed accordingly;

"Landscape Management Plan" shall mean the plan appended to this Agreement in Appendix 2 marked "Landscape Management Plan" showing thereon tinted green the land to which the Landscape Management Scheme shall apply;

"Landscape Management Scheme" shall mean a structurally robust, fully costed and adequately funded written scheme that has been Approved for the management and maintenance of the common parts of the Retained Land shown tinted green on the Landscape Management Plan for the life of the Development prepared by or on behalf of the Owner and submitted to the Council for possible Approval and which shall be substantially based upon the proposals, strategy and recommendations for the

management and maintenance set out in the Landscape Management and Maintenance Plan dated February 2015 Revision OO produced by Ryder Landscape Consultants for the Owner in support of the Application a copy of which is appended to this Agreement in Appendix 1,

"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 Company" shall mean the St James Park Residents Management Company Limited a Limited company registered at Companies House with company registration number 10252940 which has been set up for the purposes of carrying out the Landscape Management Scheme and –

1 which is incorporated in England and Wales,
2 which has its registered office in England,
and
3 whose primary objects permit it to manage and maintain the landscaping of the common areas of the Retained Land in accordance with the Landscape Management Scheme,

"Management Fee" shall mean 15% of the planning application fee to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein,

"NPPF" the National Planning Policy Framework revised on 7 February 2025 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" shall mean occupation 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 Development or occupation solely for marketing or display or in

relation to security operations and **"Occupy"** and **"Occupied"** shall be construed accordingly,

"Planning Agreement" shall mean the planning agreement dated 24 November 2015 and made between the Council (1) The Manchester Metropolitan University Higher Education Corporation (2) and the Owner (3). as varied by a Deed of Variation dated 27 February 2018 made between the Council (1) the Owner (2) Santander UK PLC (3) and The Manchester Metropolitan University Higher Education Corporation (4) a copy of which is appended as Appendix 3,

"Planning Agreements" shall mean this Agreement the Planning Agreement and the Second Planning Agreement,

"Planning Obligations" shall mean those obligations of the Owner specified in the Schedule to this Agreement ,

"Retained Land" shall mean the land shown tinted green on the Landscape Management Plan and shall mean the land against which the planning obligations contained in the Schedule of this Agreement may be enforced being land contained within the title numbers detailed in recital B;

"Second Development" shall mean the erection of a 3 story building to form 8 apartments with associated basement car parking and landscaping (redesign of previously approved apartment block) permitted by the Second Planning Permission;

"Second Planning Agreement" shall mean the planning agreement relating to the Retained Land and adjacent land dated 25 July 2022 and made between the Council (1) the Owner (2) and Santander UK PLC (3) pursuant to the Fourth Planning Permission;

"Second Planning Permission" shall mean planning permission under the Act for the Second Development granted under reference 111428/JO/2015/S2 on 27 February 2018;

"Sixth Development" the development undertaken on the Retained Land and adjacent land permitted by the Sixth Planning Permission being the variation to the development

permitted by the Fourth Planning Permission consisting of the variation of condition 4 (Highways),

"Sixth Planning Permission" planning permission granted pursuant to the Second Application for the Sixth Development substantially in the form appended at Schedule 4 as may be amended from time to time by any non-material amendment granted pursuant to section 96A of the Act,

"Stakeholder" shall mean the Council's City Treasurer and his authorised officers,

"Stakeholder Account" shall mean an interest bearing account held by the Council's City Treasurer and his authorised officers at Barclays Bank plc in which the monies paid under the Planning Obligations are held;

"Third Development" *shall mean the development undertaken on the Retained Land* and adjacent land permitted by the Third Planning Permission being the variation to the development permitted by the First Planning Permission consisting of the variation of condition 4 (approved plans) attached to the First Planning Permission to allow for amendments to: the conversion and refurbishment of the former main administrative building to form 32 dwellings (17 townhouses and 15 apartments) and the erection of a two storey extension to internal courtyard, omission of underground car park, and installation of internal courtyard canopy, amendments to the layout of the internal roads, siting of houses, and landscaping; and amendments to house types;

Third Planning Permission" shall mean planning permission under the Act for the Third Development granted under reference 111891/JO/2016/S2 on 27 February 2018,

"Transfer" shall mean a transfer of the title to a Dwelling by transferring its freehold title or a leasehold title for a term of not less than 250 years and "Transfers" shall be construed accordingly,

"Wards" shall mean the Burnage, Old Moat, Whalley Range, Fallowfield, Levenshulme and Chorlton Park Wards of the Council and any such ward or wards as may substantially replace any of them;

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

2. A reference in this Agreement to an act of Parliament or to any order, regulation, statutory instrument or the like shall include a reference to any amendment or reenactment of the same

3 Words importing the masculine gender include the feminine gender and vice versa and words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa

4. Any headings or side notes are for ease of reference only and shall not affect the construction of this Agreement

5 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement

6. If any party to this Agreement comprises more than one party then that party shall be jointly and severally liable under this Agreement

7. Words denoting an obligation on a party to this Agreement to do any act matter or thing include an obligation to procure that it be done and words placing a party to this Agreement under a restriction include an obligation not to permit or allow infringement of that restriction

8. This Agreement is made in pursuance of Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers and enactments which may give validity hereto to facilitate the enforcement of the obligations and provisions herein contained ("the Enabling Powers")

9. The Owner consents to its interest in the Retained Land being bound by this Agreement and the covenants/obligations entered into with the Council pursuant

to the Enabling Powers in the terms set out in the Schedule to this Agreement, those covenants/obligations include Planning Obligations enforceable by the Council

10 The Owner has paid the Council a management fee in the sum of £4,003.35 (four thousand and three pounds and thirty five pence) in respect of the development of the Retained Land and adjacent land pursuant to the provisions contained in the Planning Agreement. In lieu of the payment of a Management Fee in this matter the Council and Owner agree that the Council, if the Retained Land and adjacent land is developed pursuant to the Fifth Planning Permission or Sixth Planning Permission, may apply the management fee received pursuant to the provisions contained in the Planning Agreement for the purpose of the management and monitoring of this Agreement and the Planning Obligations contained herein

11 The Council covenants with the Owner to issue the Fifth Planning Permission and Sixth Planning Permission within 2 (two) working days of the date hereof

12 Nothing herein contained or implied shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Retained Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and any other authority from exercising powers of compulsory purchase in respect of any part of the Retained Land

13 No failure or delay by the Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

14. No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 provided that this

clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law

15 If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement

16. Any approval given by the Council under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever

17. Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council or the Owner to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than a dispute relating to a matter of law or in relation to the construction or interpretation of this Agreement which shall be subject to the jurisdiction of the courts) or as to any failure to agree upon any matter may, if the parties fail to resolve the dispute within 20 Working Days from the date the dispute arose be referred in accordance with clause 18 below to the determination of an independent expert

18. Any reference to an independent expert in accordance with clause 17 above shall be to a reputable expert unconnected to any of the parties hereto and experienced in commercial development and or ecological land management matters who shall be agreed between the parties to the dispute or appointed, in the absence of written agreement by the parties on who to appoint within 10 further Working Days after the expiration of the time scales referred to in clause 17 above, on the application of any party to the dispute by the President or if applicable head of the appropriate professional body of the expert or his duly

appointed deputy and the decision of such independent expert shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error) and if the parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any expert shall act as an expert pursuant to the terms of this clause 18 then each of the parties to the dispute shall be entitled to submit to him representations and cross representations with such supporting evidence as they shall consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the expert himself) shall be paid the expert shall be replaced by another expert in the event of his/her becoming at any time unable or unwilling for any reason to discharge his/her functions such replacement expert to be appointed in the manner prescribed in this clause

19. Nothing in this Agreement prohibits or limits the right to develop any part of the Retained Land in accordance with a planning permission, other than the Planning Permission, granted after the date of this Agreement, whether or not pursuant to an appeal.

20 This Agreement shall be registered in the Council's Register of Local Land Charges immediately on completion thereof.

21.1 The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interest in the Retained Land occurring before all the Planning 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 the area of the Retained Land or unit of occupation purchased by reference to a plan

21.2 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Retained Land.

22. 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

23. If both of the Fifth Planning Permission and Sixth Planning Permission shall expire before the Commencement of Development or if both shall at any time be quashed revoked or for any reason cease to remain extant this Agreement shall forthwith determine and cease to have an effect in which case the registration of this Agreement on the Register of Local Land Charges will forthwith be cancelled.

24 The Council will upon written request of the Owner at any time after the Planning Obligations under the Agreement have been fulfilled or determined issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges

25. All acts required to be undertaken by the Owner under this Agreement or as incidental to this Agreement shall in all respects be at the cost of the Owner

26 This Agreement shall be governed by and interpreted in accordance with the laws of England

27. 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 to

27.1 the Council and addressed to the City Solicitor at the Council's address first above written;

27.2 the Owner at its registered office.

28. It is agreed by the parties to this Agreement that the Planning Obligations bind the Retained Land and are enforceable against the Owner following Commencement of Development.

29. The Owner covenants with the Council to pay to the Council on the date hereof the sum of £4000 in respect of the Council's costs in connection with this Agreement 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.

30. The Council confirms that if the Planning Obligations contained in the Schedule are satisfied pursuant to any of the Planning Agreements then that satisfaction will be treated as satisfying in all the Planning Agreements those Planning Obligations detailed in the Schedule

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

SCHEDULE

From Commencement of Development the Owner covenants that the following covenants of the Owner which are Planning Obligations will take effect:

The Owner's General Covenants

By planning obligations contained in the Planning Agreement the Owner was required to implement the Landscape Management Scheme and establish the Management Company to be tasked with the continued implementation of the Landscape Management Scheme. The Management Company has been established and includes in its objects that it shall be responsible for the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Retained Land The planning obligations contained in the Planning Agreement included provisions relating to membership and funding of the Management Company

1 The Owner covenants with the Council

1 1 to continue to comply with the planning obligations contained in paragraph 5 of the First Schedule of the Planning Agreement as the said paragraph 5 is detailed in the copy of the Planning Agreement appended as Appendix 3,

1 2 that if for any reason the Management Company fails to continue to implement the Landscape Management Scheme that it will carry out the implementation of the Landscape Management Scheme

1 3 to ensure that any transfer to the Management Company of the ownership of the Retained Land or any part of the Retained Land imposes a specific obligation upon the Management Company to continue to implement the Landscape Management Scheme and not to transfer the ownership of the Retained Land to the Management Company or any other party unless the transfer imposes a specific

obligation upon the transferee that they must continue to implement the Landscape Management Scheme

1.4 To serve the Commencement Notice on the Council.

Appendix 1

Landscape Management Scheme

LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN



MMU Re-development

Client: P J Liveseys
Produced by Ryder Landscape Consultants
February 2015
Revision 00

1. Scope of the report

Our Landscape Management Plan covers the extents of the former Manchester Metropolitan University off Wilmslow road in Didsbury as illustrated in drawing 14181-PP-600 Landscape Masterplan. The scope of the study has been defined by the red line boundary as illustrated with considerations of its setting within the wider landscape.

2 Site Description

The main campus site was historically operated by Manchester Metropolitan University (MMU), which vacated the site in 2014 The main campus site comprises a number of buildings associated with the former use, including listed buildings, which will be retained and converted for residential use as part of the redevelopment proposals Modern buildings which do not contribute to the setting will be demolished This part of the site is bounded by Wilmslow Road to the west and south, by Sandhurst road to the north and existing residential properties to the east.
There are over 150 trees across the main campus and to the front of the Broomhurst Halls of Residence site across Wilmslow Road. The existing trees are an integral part of the existing character and distinctiveness of the site and the local area/
The larger more established trees are concentrated towards the boundary of the site and create an attractive parkland setting, particularly those located to the western boundary which sit amongst the Listed Buildings and provide a distinctly green frontage to Wilmslow Road

3 General objectives

Management and maintenance shall at all times reflect the highest possible standards and reflect generally speaking the management and maintenance objectives including·

a) Maintaining a safe and welcoming environment;

b) Maintaining a clean environment;

c) Working towards horticultural excellence,

d) Keeping up to date with and adhering to relevant legislation including pesticide legislation,

e) The landscape maintenance schedule shall be for a minimum period of 5 years However, may be extended in agreement with P J Liveseys thereafter,

f) The client shall appoint a contractor for carrying out the planting and the landscape maintenance schedule,

g) The contractor shall ensure that the landscape maintenance schedule is adhered to, and any changes to the plan are to be agreed in writing with the appropriate authority and P J Liveseys,

h) The contractor shall oversee the landscape maintenance schedule throughout the defects liability period and the 5 year agreed maintenance period;

i) This landscape maintenance schedule shall be read in reference to the landscape architect's landscape proposals plan (Drawing Number 14181-PP-500) and planting schedule, and

j) The landscape maintenance schedule applies to both new and existing vegetation on the site.

4. Ground preparation and planting instructions

The landscaping works shall be carried out in accordance with the approved details within 12 months from the date when any building or other development hereby permitted is occupied or carried out as the case may be and in accordance with BS 3975 (or otherwise updated/superceded legislation).

4 1 Ground preparation

a) Planting beds to be broken out to a depth of 450mm to ensure any existing hard standing is sufficiently broken up to free drainage. Any concrete, rubble > 10mm to be removed

b) Topsoil to be 450mm depth over planting beds, provide as necessary topsoil in line with BS3882:2007 (or otherwise updated/superceded legislation) to make up any deficiency of topsoil existing on site. Do not use topsoil contaminated with subsoil, rubbish or other material Do not compact soil, preserve friable texture of separate visible crumbs wherever possible.

c) Finished level of topsoil. above adjoining kerbs/paving 30mm, below damp proof course of adjoining building 150mm, marry new soils into existing soils.

d) Herbicide and cultivation topsoil to be treated with an application of herbicide prior to planting, where necessary, strictly in accordance with the Control of Pesticide Regulations 1986 (or otherwise updated/superceded legislation), and following manufacturer's instructions by qualified staff The topsoil shall then be cultivated to 150mm depth and any stones >50mm that come to the surface should be removed

e) Do not plant into frozen or snow covered soil
b) Do not plant whilst strong winds prevail

d) Water planting area thoroughly before planting to full depth of topsoil and rake soil.

4 2 Plants and planting

a) Check plants for their quality/quantity and their accordance with planting schedule and National Plant Specification upon arrival Give notice if plants do not meet any of the above

b) Water plants upon delivery.

c) Remove any weeds from plants prior to planting

d) Refer to planting plan for layout and respective quantities.

e) Plant immediately upon delivery. Give notice if this cannot be achieved Plants will need to be stored safely and watered regularly.

5. Visits

a) For a five year period following completion of the Landscape Works, the Contractor shall visit the site as necessary to carry out the operations described in this section and as shown in Appendix II

b) The Contractor shall allocate sufficient resources to satisfactorily complete all the operations required

c) Following each visit the contractor shall report to P J Liveseys any additional operations considered necessary to ensure the satisfactory establishment of plants.

6. Replacement planting

a) Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted, unless the Local Planning Authority gives its written consent to any variation

b) After a year following the completion of the landscape works, the contractor shall attend an inspection of all the works with P J Liveseys All plants which are missing, have died or have failed to make satisfactory growth shall be replaced in accordance to Appendix II and the planting plan and in agreement with P J Liveseys This inspection shall be repeated in the second year after completion of works

c) Ground preparation and replacement planting shall be according to the specification, areas of ornamental planting etc. to be as for original planting, except that no further topsoil needs to be brought to pits.

7 Generals· Operations

a) Watering all plants shall be watered regularly and adequately to ensure healthy growth.

b) When watering, the contractor shall apply sufficient water to return the soil to field capacity.

c) In the event of restrictions on the use of water, the contractor shall make his own arrangements for obtaining and using water from other sources (e.g. second class water) with the landscape architect's approval

d) Firming up: plants which have become loosened, lifted up or out of the ground shall be set upright and re-firmed by treading

e) Removal of litter· all litter shall be removed from the areas under the contractor's maintenance.

f) Pest and disease control: plants shall be kept free of pests and diseases Control measures shall be carried out to the approval of P J Liveseys

g) Plant Supports canes, tree ties and tree stakes shall be checked and when necessary adjusted.

h) General Pruning: straggling stems, over-vigorous shoots, suckers and dead, misshapen or broken branches shall be removed from trees and shrubs by pruning back with a clean smooth cut to the main stem, or a sound and living outward growing lateral

7.1 Operations to Trees

a) Maintenance programmes should aim at providing conditions conducive to active growth and to minimising wounding of the bark (which admits parasitic fungi). Maintenance of trees which form part of groups need to take into account the implications for the whole group, either its appearance or its function in "supporting" other trees Professional advice may be necessary.

b) After inspection, all items requiring remedial action or further investigations must be listed and acted upon.

c) Weed Control: a circle 500mm radius from the base of each tree shall be kept free of grass and weed growth. In the case of trees in grass areas, this circle shall be kept neatly edged and the mushroom compost topped up as necessary.

d) Residual Herbicide: a residual soil-acting herbicide shall be:
- evenly applied to the soil surface over a circle, 500mm radius from the base of each tree;
- shall be evenly incorporated into the full depth of the mulch.

e) Slow release fertiliser: slow release fertiliser shall be:-
- evenly incorporated into the surface of the soil over the rooting area of each tree;
- evenly incorporated into the mulch over the rooting area of each tree;

f) The contractor shall prevent chafing and damage to the bark of trees, caused by rubbing against stakes.

g) Stakes and ties, check annually that the stakes are secure and adjust ties to allow for growth as necessary. Remove stakes at the end of the third growing season.

h) Water trees in period of drought at a rate of 50 litres per tree at weekly intervals.

i) Pruning of trees (BS 7370, Part 4, Pg. 39) should, ideally, be confined to training or shaping when immature to removal of dead or diseased material in mature trees, and should be done by suitably qualified staff. For all grafted plants, suckers should be detached from the rootstock to their point of origin with a clean knife-cut in June and again in October. Epicormic growth must be removed at least once a year, in June.

j) All damaged and broken branches are to be removed with a clean cut; to be agreed with xxx and a tree specialist before work commences.

Tree Inspection Checklist

Element	**Inspection Element**
Leaves, flowers and fruits	Inspect for signs of pests and diseases, and note whether treatment is necessary.
	Inspect for signs of nutrient deficiency, and note whether feeding is necessary.
Surrounding ground	Inspect for signs of interference with the root system (e.g. underground services and leaks, recent trenching or changes in level).
The environment in relation to the tree	Examine exposure, likely pollution, ground surface character (including compaction around the base of trees), soil, etc. Note where remedial action is required.
Consider the tree's effect on its environment	Is the tree obstructing pedestrian traffic or shading out new planting. Pruning trees should be done as a last resort. Generally, trees are both more structurally sound and visually attractive if left to grow naturally. Obtain expert opinion before pruning.
Understorey	Inspect under planting in mid-June to estimate the degree of thinning of the canopy that might be required to ensure the health of the under storey. Obtain expert opinion before pruning.
Overall health of tree	Consult expert opinion
Upper crown safety	Make arrangements for a visit by a climber to make a report based on direct observation

Old specimen trees	Inspect for longevity, so that plans for replacement can be made several years in advance, paying special attention to its location and the immediate and future impact it will have on views, sight-lines and the landscape character of the site
Records	Record the visit, observations made and whether expert advice is required File records of the inspection, and follow-up visits

7.2 Operations to Hedges

Hedges should be cut annually in summer (checking first that there are no nesting birds). The aspect of hedge maintenance most often neglected in mulching and feeding. Most middle-aged hedges are malnourished If old hedge plants are suffering from malnutrition, apply a general fertiliser or a formulation for tree nutrition. The fertiliser should be pricked in and then watered in with a fine spray. The most common cause of sudden death of hedges is honey fungus, and regular inspections should be carried out by making a small excavation to expose the condition of the roots and lower stem, and looking for traces of "bootlaces" of Armillariella mellea

Recently planted hedges should be cut hard back in June and September, so that bushy growth down to ground level is encouraged, and the hedge should be allowed to reach its planned dimensions only be degrees. Exceptions are those plants having a leading shoot which will give better results if left to attain their full planned height, notably beech (Fagus sylvatica). Lateral branches of these species should be cut back moderately to ensure a dense habit. The ideal shape for hedges is A-shaped (with a flat top) – i.e. wider at the base than at the top – this encourages strong fresh growth up the entire face of the hedge. Perpendicular faced hedges suffer from shading and increasingly sparse growth low down

Mature Hedges should be pruned annually late winter/early spring, outside the bird nesting period.

7.3 Operations to Grass

The overarching objective is to produce a smooth, even and hard-wearing sward, with the appropriate ground cover of acceptable species, and adequate control of weeds, pest and diseases, as defined in the BS 7370 for the grassed area The lawn is to be maintained to the British Standard for close-mown amenity turf.

Amenity turf: Grass will be cut weekly in the growing season, with a cylinder mower set to 15mm and arising removed immediately. Other operations, performed at the frequency specified in the maintenance table, are scarification; aeration; fertilisation; irrigation; weed, pest and disease control; switching/brushing; maintenance of turf edges; light rolling; top dressing; and over seeding

Maintenance Operation	Grass cutting	Operation/Season	Frequency
Mowing	In general, grass cutting will be carried out to achieve the standards set out here Should winter weather conditions stimulate grass growth to the extent that additional cuts are required to maintain these standards, it will be necessary to undertake additional winter cuts	Managed between 15mm and 25mm	Managed between 20mm and 25mm
Preparation for mowing	All seasons	Remove all surface debris	Remove all surface debris
	Before main growing seasons	Roll lightly after frost to re-firm surface · Rake to lift glass blades	Rake to lift glass blades
	Main growing season	Firm surface if it is disturbed and may cause scalping Brush or switch grass when wet (e g , after dew)	Firm surface if it is disturbed and may cause scalping
	After main growing seasons	•Remove leaves and other debris in autumn •Brush or switch grass when wet; allow any frost to disperse first	Brush or switch grass when wet (e g., after dew)
			•Remove leaves and other debris in autumn •Brush or switch grass when wet •Allow any frost to disperse first

Maintenance Operation	Grass cutting	Operation/Season	Frequency
Method of mowing	All Seasons	•Use rotary or cylinder mower with rear roller •Refuel mower away from grass to avoid damage to turf •Remove clippings •Sweep clippings off the path •Mow in opposite/cross directions at each alternate cut •Mow headlands first •Set minimum height of mower to 20mm	• Use cylinder (min 50 cuts/m) or rotary mower • Refuel mowers away from grass to avoid damage to the turf • Sweep clippings off the path • Mow in opposite/cross directions at each alternate cut • Mow headlands first
	Before main growing seasons	•Mow weekly •Set minimum height of mower to 15mm •During drought, reduce the number of cuts and raise the height of cut by 5- 10mm •When very wet, do not cut if the grass surface may be damaged •Set minimum height of mover to 20mm	Set minimum height of mower to 25mm
	Main growing season		•Mow every 7-10 days •Set minimum height of mower 20mm •During drought, increase the interval between cuts
	After main growing season		Set minimum height of mower to 25mm
Matching up	All seasons	Strimming up to boundaries and other obstacles must be done at the same frequency as the main area	Strimming up to boundaries and other obstacles must be done at the same frequency as the main area
Edge Trimming	All seasons	•When the grass abuts gullies/ hard areas/ shrub beds with a dropped edges, cut back grass fringe to the turf cleanly and evenly with shears •Remove arisings •Trim edges once	• When the grass abuts gullies/ hard areas/ shrub beds with a dropped edges, cut back grass fringe to the turf cleanly and evenly with shears • Remove arisings
	Before main growing season	Trim edges weekly	Trim edges once
	Main growing season	Trim edges as necessary	Trim edges every other cut

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	After main growing season		Trim edges as necessary
Edge Re-forming	After main growing season	•Where the grass abuts path/ hard areas/ scrub bed, the turf should be re-formed with a half- moon, plus board/tight string to a clean finish with straight lines/ smooth curves at an angle sloping back to slightly less than vertical where there is extensive damage •Repair by re-turfing	•Where the grass abuts path/ hard areas/ scrub bed, the turf should be re-formed with a half-moon •Plus board/tight string to a clean finish with straight lines/ smooth curves at an angle sloping back to slightly less than vertical •Where there is extensive damage repair by re-turfing
Thatch Removal	Main growing season	Carry out light de-thatching as required using a vertical mower	Carry out light de-thatching as required using a vertical mower
	After main growing season	•When necessary, scarify using a spring-tined rake (or suitable machine with revolving tines) •*Penetrating the surface* soil to 5mm •Scarify when dry and frost-free •Collect and remove all arisings as work progresses	•When necessary, scarify using a spring-tined rake (or suitable machine with revolving tines), *penetrating the* surface soil to 5mm •Scarify when dry and frost-free •Collect and remove all arisings as work progresses
Firming	Before Main growing season	•Roll lightly when the soil is moist but not wet 2 weeks before the first mowing •Striping may be done •Avoid sharp turning on headlands	•Roll lightly when the soil is moist but not wet 2 weeks before the first mowing •Striping may be done, Avoid sharp turning on headlands
	Main growing season	•There should be no need to roll during the mowing season •Use other methods to treat disturbed surfaces	•There should be no need to roll during the mowing season •Use other methods to treat disturbed surfaces

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	After main growing season	Avoid rolling	Avoid rolling
Aeration	Main growing season	•Routinely spike with a roller with tines at least 25mm long •Aerate exceptionally compacted areas with a solid-tine machine or Hand fork to 10mm depth at 100mm depth centres	Routinely spike with a roller with tines at least 25mm long Aerate exceptionally compacted areas with a solid-tine machine or hand fork to 10mm depth at 100mm depth centres
	After main growing season	•Aerate once during frost-free periods when the ground is moist enough to allow penetration •Solid-tines at 100mm depth at 100mm centres to relieve compaction and deter the formation of thatch •If thatch has developed to 15mm hollow-tine and remove cores (unless the soil quality is good in which case break up the cores with a rotary rake) •If top- dressing is needed to improve the soil, hollow- tine, remove cores and brush in dressing	•Aerate once during frost-free periods when the ground is moist enough to allow penetration •Solid- tines at 100mm depth at 100mm centres to relieve compaction and deter the formation of thatch •If thatch has developed to 15mm hollow-tine and remove cores (unless the soil quality is good in which case break up the cores with a rotary rake) •If top-dressing is needed to improve the soil, hollow-tine, remove cores and brush in dressing

Maintenance Operation	Grass cutting	Operation/Season	Frequency
Top dressing	All seasons	•Top dressing should be fine and dry, and of a similar texture to soil •Where depressions occur, apply top dressing several times to low areas to raise the level gradually •Apply evenly after mowing and work into the sward •Mow after top dressing not before •Apply when dry and frost-free •Work in immediately with lutes, brushes, etc Apply before the end of December to allow absorption before the mowing season	•Top dressing should be fine and dry, and of a similar texture to soil Where depressions occur, apply top dressing several times to low areas to raise the level gradually •Apply evenly after mowing and work into the sward •Mow after top dressing not before • Apply when dry and frost-free •Work in immediately with lutes, brushes, etc Apply before the end of December to allow absorption before the mowing season
Feeding Lawn areas Walled Garden	All seasons	•Determine phosphate •and potash requirements by soil analysis • Apply fertiliser diluted in water mixed with vermiculite/peat/ sand (used at 50-70g/m²) •Distribute evenly to avoid patchiness •Fill distributors away from the working area or lay protective sheeting on the turf •If needed, apply potash or phosphate.	•Determine •phosphate and •potash requirements by soil analysis •Apply fertiliser •diluted in water •mixed with vermiculite/ peat/sand (used at 50-70g/m²) •Distribute evenly to avoid patchiness •Fill distributors away from the working area or lay protective sheeting on the turf
	Before main growing season	Monitor nitrogen levels throughout the seasons Apply as needed usually up to 100k N/ha) Do not apply after August, unless really needed	If needed, apply potash or phosphate

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	Main growing season	Generally, do not apply fertilisers	•Monitor nitrogen levels throughout the seasons •Apply as needed usually up to100k N/ha) •Do not apply after August, unless really needed
	After main growing season		Generally, do not apply fertilisers
Control of weeds, moss, diseases and insect pests	All seasons	Examine turf for weeds, moss, diseases and insect pests and take measurements to control them	Examine turf for weeds, moss, diseases and insect pests and take measurements to control them
Repair and renewal	Re-turfing worn/damaged areas	•Remove old turf to a max depth of 25mm, Prepare surface by lightly forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil levels •Lay new turf to stretcher bind, working from boards, and tamp down •Top dress with fine soil •Water generously after relaying turf	•Remove old turf to a max depth of 25mm •Prepare surface by lightly forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil levels •Lay new turf to stretcher bind, working from boards, and tamp down •Top dress with fine soil •Water generously after relaying turf

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	Reforming broken edges	•Lift turf 60mm deep •Prepare surface by lightly forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil level •Re-lay lifted turf with good edges outwards on the correct line, and tamp down •Replace damaged parts of the turned turf with sound turf •Water •Support edges temporarily with board if possible	•Lift turf 60mm deep •Prepare surface by lightly •forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil level •Re-lay lifted turf with good edges outwards on the correct line, and tamp down •Top dress damaged parts with a suitable soil and seed mixture •Water •Support edges temporarily with board if possible
	Lifting hollows	•Lift turf to a depth of 20mm •Spread new matching soil over the area and fork in •Tread lightly to consolidate, apply fertiliser and rake to a new level 20mm below surrounding turf •Re-lay removed turf and •tamp down, removing any excess •Top dress and water •Lift turf to a depth of 20mm •Fork the base to a depth of 100mm, and remove all stones •Remove excess soil •Tread lightly to consolidate, apply fertiliser and rake to a new level 20mm below surrounding turf •Re-lay removed turf and tamp down, removing any excess •Top dress and water	

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	Lowering bumps	•Either. Spike, and apply an appropriate sand (most effective when soil is moist) •or vibrate using suitable machinery •or slit the surface, and apply an appropriate sand •Re-cutting may be needed as slit systems decrease in effectiveness over time	
	Relieving surface compaction	•Where damage to turf occurs as a result of mole activity, •The damaged areas shall be reinstated immediately as described above •Moles shall not be deliberately killed without the agreement of the responsible Officer	•Either Spike, and apply an appropriate sand (most effective when soil is moist) •or vibrate using suitable machinery •or slit the surface, and apply an appropriate sand •Re-cutting may be needed as slit systems decrease in effectiveness over time
	Re-instating mole hills		•Where damage to turf occurs as a result of mole activity, the damaged areas shall be reinstated immediately as described above. •Moles shall not be deliberately killed without the agreement of the responsible Officer
Source. BS 7370, Part 3			

7 4 Operations to Hard Surfaces

The overarching objective is to maintain clean, even, consistent surfaces safe for use by normal traffic in all conditions

Areas that have been designed for light traffic should be prohibited to heavy vehicles in order to avoid damage to driveways, paths, road verges and planting

Hard surface areas should be kept free from the following

litter, including autumn leaf fall
dust and accumulated grit
stains, e g., oil or paint spillage
graffiti
weeds, moss and algae
- standing water

The table 7 4 below should be regarded as a checklist for inspection and maintenance of hard areas.

Defects should be reported and dealt with as they arise.

Cleanliness is important Recommended treatments for specific stains on hard surfaces are tabulated below

Gullies in areas of loose gravel must be checked monthly Other gullies must be checked every six months, and kept open Operations involved in maintaining a drainage system include the following

- Inspection at least twice a year (or more frequently in areas of loose gravel)
- Immediate action to rod drains when blockages occur
  Removal of silt and grease as often as necessary
  Weeding the banks of open ditches at the end of the growing season
- Clearing outfalls of weeds and debris at the start of the winter season
  Periodic renewal, as all drainage systems eventually wear out

Attention should be paid to drains that come into contact with trees, as leaf litter is prone to blocking drains and tree roots often penetrate them.

Note. where paved areas drain into tree pits or planted areas, high concentrations of salt, detergent or soil-acting herbicides should not be used (BS Part 2, p 8).

Table 7.4 Maintenance operations for hard surfaces

Maintenance Target	Operation
General	
Stain removal, e.g., oil or paint	Complete removal within 2 days of being reported
Weed and moss growth	Should not exceed 1% of paved area and 20% of joints within it
Integrity of material	Materials used in repairs should match the existing surface material specification, and be laid to a similar depth and, where applicable, to a similar degree of compaction.
Evenness	Where a risk of slipping exists, warning notices or handrails should be installed. All paving should be maintained to original levels and falls Movement of adjacent units should not produce a differential greater than 6mm

Maintenance Target	Operation
Breakage	Generally, footpath paving should not show more than 10% broken units overall. Concentrated damage, e.g , by vehicles tracking across or at the edges of pavements, should be repaired, upgraded or rebuilt even if less than 10% of the area is affected All cracks wider than 6mm should be raked out and repaired, as should spalling and weathering at the edge
Gullies	Surface water drains, channels, gullies, traps, outlets and grids should be kept clear of accumulated grit, leaves, grass and weeds Gullies and inspection chambers with sumps should be emptied and outlets to all surface water drains should be inspected twice a year
Permeability and drainage	Where paved areas drain into tree pits or planted areas, high concentrations of salt or soil-acting herbicides should not be used
Safety	Any surface, wet or dry, should be safe for use by normal traffic Loose materials should not present a hazard underfoot, for wheelchair users or for those using a walking aid
Appearance and durability	The original colour and texture of surfaces should be maintained as far as possible, with due allowance for natural weathering Surfaces should not be allowed to degrade under wear, frost or settlement Re-dressing of loose-finish surfaces should be done so as to maintain the desired extent of cover
Source BS 7370, Part 2, pp 7-9	
Element Specifics	Procedures
General all hard surfaces	

Maintenance Target	Operation
General all hard surfaces	Areas that have been designed for light traffic should be prohibited to heavy vehicles in order to avoid damage to driveways, paths, verges and planting Inspection to ensure conformity to objectives should be done daily Sweeping should be by hand or using pedestrian controlled motorised *suction cleansers On large open areas, mechanical sweepers may be* used Paving adjacent to buildings should be scrubbed with water and detergent, and hosed with clean water Chemicals, detergents and oil based materials should not be hosed into planted areas, sewers or watercourses, but suctioned by a vacuum cleaner Stains should be removed within two days of being reported, and chemicals, detergents and oil-based materials should not be hosed into planted areas, sewers or watercourses, but suctioned by a vacuum cleaner Before treatment is attempted, as much as possible of the spillage should be mopped up or scraped off Chemicals should only be used *under appropriate supervision* Puddles of water should not be allowed to stand for extended periods Depressions in hard surfaces should be repaired where possible Snow clearance should be treated as a priority, to provide safe routes for pedestrians, especially where there are steps, ramps and steep cross falls During the thaw, all surface water drainage channels, gully gratings and outlets must be kept cleared Salt should be spread mechanically, at the following rates precautionary 10g/m2 ice and light snow (20 mm) 20-40g/m2 snow 20-40mm plough then salt 20g/m2 s now 40mm+ plough then salt 20-40g/m2 Salt should not be used in close proximity to trees and other plants. Salt will not be stored on site, but brought in from the depot as required A programme of weed killing for roads, hard standings, pavements, paths and fence lines should be arranged to ensure effective control all year If work can be undertaken in early spring, mid-February to mid-April, control should be effected by the use of a compound containing one or more residual chemicals, one application at the correct rate is usually sufficient If satisfactory control is achieved in the first year, smaller maintenance doses in subsequent years is usually adequate Annual weeds should be treated with a contact herbicide while they are growing strongly Where there are concerns about the use of residual herbicides, or where a residual treatment is ineffective, a non-residual contact herbicide should be applied, generally more than once during the growing season Treatment on paving should be targeted at the cracks where weeds grow and not applied over the whole surface Losses through evaporation should be minimised by spraying in the early morning or late evening (also times when insect activity and pedestrian/vehicular traffic is lower)

Maintenance Target	Operation
cont	Where moss and algae are removed with phenol-based moss killers, extreme care should be taken to avoid damage by spillage of corrosive concentrate and by run-off to adjoining planted areas Where settlement or disturbance causes broken surfaces, paving should be taken up, a firm bed prepared and a new surface laid to match the original Where normal wear and weathering cause the pointing between units to deteriorate, joints should be raked out and repointed in a similar style Where paved areas drain into tree pits or planted areas, high concentrations of salt or soil-acting herbicides should not be used
Bituminous surfacing	If litter accumulates, increase the frequency of sweeping If dust or grit accumulates, remove with detergent/proprietary chemical Where weeds colonise cracks and joints, treat with chemicals and repair If moss and algae grow, treat with chemicals or scrape or sweep Where the surface becomes uneven or there is a drainage problem, patch or replace to falls Repair cracking and frost damage by raking out and repairing or replacing the surface Potholes to be reinstated should be cut back to sound material, the sides cut vertically to a square/rectangular shape, painted with bitumen emulsion, and filled with new bitumen
Reconstituted stone paving	If litter accumulates, increase the frequency of sweeping If dust or grit accumulates, sweep or hose down Where weeds colonise cracks and joints, treat with chemicals and repoint. If moss and algae grow, treat with chemicals or scrape or sweep On susceptible stone, treatment should be regular. Where the surface becomes uneven or there is a drainage problem, replace as necessary. Repair cracking and frost damage by replacing the surface If the problem represents a severe tripping hazard, replace with an alternative
Source: BS 7370, Part 2, pp. 10-18, 25-27	

Appendix 2

Landscape Management Plan

PJ Livesey GROUP

REVISIONS

Rev	Date	Description
Rev A:	17/05/22	Plan updated to suit final site plan, DMM
Rev B:	25/05/22	Plan updated, DMM

Areas to be maintained

[redacted]

WARNING
Critical Dimensions required by Consultants/ Contractors/ Subcontractors must not be scaled from this drawing. Dimensions required are to be obtained from the drawing office

Landscape Maintenance Plan

105- 00 - 6006/B

Scale 1:500 @A1 Date Aug 15
Drawn DMM Checked

MMU-Didsbury Campus,
Wilmslow Road,
Didsbury,
Manchester, M20 2RR

P.J.Livesey Living Space Ltd
Ashburton Park
Ashburton Road West
Trafford Park
Manchester M17 1AF
Tel : 0161 873 7878
Fax : 0161 848 8671
design@pjlivesey.co.uk

Appendix 3

Planning Agreement

Dated 24 November 2015

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

THE MANCHESTER METROPOLITAN UNIVERSITY HIGHER EDUCATION CORPORATION

- and -

PJ LIVESEY LIVING SPACE LIMITED

AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990,Section 111 Local Government Act 2000, Section 1 Localism Act 2011
relating to land at The Didsbury Campus, Wilmslow Road Didsbury
in the City of Manchester

Slater Heelis LLP
86 Deansgate
Manchester M3 2ER

(Ref. ND/75898.18)

THIS AGREEMENT is made the 24th day of November 2015 BETWEEN THE COUNCIL OF THE CITY OF MANCHESTER of Town Hall, Albert Square, Manchester ("the Council") of the first part and THE MANCHESTER METROPOLITAN UNIVERSITY HIGHER EDUCATION CORPORATION (a Higher Education Corporation established under the Education Acts 1944 to 1993) of All Saints Manchester M15 6BH ("the Owner" which expression shall include the successors in title and assigns of the Owner) of the second part and PJ LIVESEY LIVING SPACE LIMITED (company registration number 03175509) whose registered office is at Ashburton Park, Ashburton Road West, Trafford Park, Manchester, M17 1AF ("the Developer" which expression shall include the successors in title and assigns of the Developer)("the Developer") of the third part

WHEREAS

1. The Council is the local planning authority for the purposes of the Act for the area in which the Land is situated and is minded to grant the Planning Permissions subject to the completion of this Agreement.
2. The Owner is the registered proprietor with title absolute of the freehold of part of the Land registered under title numbers GM603010, GM611951, LA22011, LA44988, LA58290 and LA67345 and is the registered proprietor with good leasehold title of the leasehold of part of the Land registered under title numbers LA44810, LA65327 and LA236603 at the Land Registry.
3. The Owner is the registered proprietor with title absolute of the freehold of Broomhurst Halls registered under title numbers GM626324 and GM603009.
4. The Developer has a legal interest in the Land owned by the Owner by virtue of a contract for sale of the Land dated 28 May 2015 and made between the First Owner (1) the Developer (2) and P J Livesey (Holdings) Limited (3)
5. The Owner and the Developer have submitted the Application to the Council and the parties have agreed to enter into this Agreement in order to secure the planning obligations contained in this Agreement.
6. The Council resolved on 30 July 2015 that it was minded to grant the Planning Permission subject to the prior completion of this Agreement.
7. The planning purpose of this Agreement is to provide employment opportunities for Local People and Local Businesses and to improve the amenity of land in the locality of the Land with benefit for 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 contained in paragraphs 1, 2, 5 and 6 of the Schedule to 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

8 For the avoidance of doubt the planning obligation relating to the provision and operation of a local labour scheme contained in paragraphs 3 and 4 of the Schedule is being *provided in order to secure a planning benefit for the Wards*

NOW THIS DEED WITNESSETH as follows·

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

"Act"	shall mean the Town and Country Planning Act 1990 (as amended)
"Administrative Boundaries of Manchester"	shall mean all the wards that together comprise the City of Manchester
"Application"	shall mean the application for planning permission received by the Council under reference number 108541/OO/2015/S2
"Approved"	shall mean in respect of the Landscape Management Scheme approved in writing by the Council or where applicable approved in writing by the expert referred to in accordance with the provisions contained in clauses 22 and 23 as the same may have been amended as part of the approval process and "Approval" shall be construed accordingly
"Broomhurst Halls"	shall mean the land against which the planning obligations contained in the Second Schedule of this Agreement by Deed may be enforced and

	being the former Broomhurst Halls. Wilmslow Road, Didsbury, Manchester M20 2RR shown edged red on the attached Plan 2 and the adjoining playing fields shown edged red on the attached Plan 3.
"Commencement Date"	shall mean the date upon which the Development is *commenced by the carrying out of a material* operation as defined in section 56 of the Act which will exclude *Preliminary Works and* "Commence Development", "Commencement" and "Commencement of Development" shall have the corresponding meaning
"Commencement Notice"	shall mean written notice given by the Owners to the Council within 14 days of Commencement stating that Commencement has taken place and specifying the date of Commencement
"Development"	shall mean the development of the Land pursuant to the Planning Permission and substantially comprising a detailed application for the erection of 42 (forty two) dwellinghouses, erection of a four storey building with basement car parking to form 7 (seven) apartments following demolition of existing buildings, change of use of the former main *administrative building to form* 32 (thirty two) dwellings (10 townhouses and 22 apartments) and including the erection of a two storey extension to internal courtyard, elevation alterations, creation of underground car park together with associated landscaping and boundary treatments, following the demolition of existing buildings within the courtyard; change of use of the Chapel building to form 10 (ten) apartments including the erection of a single storey extension, elevational alterations, creation of underground car park, and associated amenity

	space, change of use of the Lodge building to form a dwellinghouse, erection of two storey side and rear extensions following demolition of attached electricity substation change of use of 801 Wilmslow Road to form single dwellinghouse; change of use of 803 Wilmslow Road to form single dwellinghouse following demolition of existing two storey outrigger; alterations to boundary walls; and provision of associated parking, landscaping, boundary treatments and other infrastructure works with all matters to be considered for the site of the former Manchester Metropolitan University Campus and, outline application for the erection of a school building (with a maximum 3,161 sqm of gross internal floorspace) and associated facilities on the site of the Broomhurst Halls of Residence following the demolition of existing buildings on site, with access from Wilmslow Road and all other matters reserved
"Disposal"	shall mean the first disposal of a Dwelling by way of a Transfer and "Dispose" and "Disposed Of" shall be construed accordingly
"Dwelling"	shall mean any of the residential houses or apartments to be constructed on the Land pursuant to the Planning Permission and Reserved Matters Approval and "Dwellings" shall be construed accordingly
"Implement"	shall mean to implement the Planning Permission by carrying out a material operation as defined in section 56(4) of the Act which will exclude Preliminary Works and 'implement" and "implementation" shall be construed accordingly

"Inflation"	shall mean the number of the General Index of Retail Prices (All Items) for the specified month produced by the Office for National Statistics
"Inflation Increase"	shall mean the amount calculated by way of the formula contained in paragraph 14 of this Agreement
"Land"	shall mean the land against which the planning obligations contained in the First Schedule and Paragraph 1 of the Second Schedule of this Agreement by Deed may be enforced and being all the land at The Didsbury Campus Wilmslow Road Didsbury shown edged red on the attached Plan 1 and marked "Area 2" and for the avoidance of doubt does not include the parcel of land edged red thereon marked "Area 1"
"Landscape Management Scheme"	shall mean a structurally robust, fully costed and adequately funded written scheme that has been Approved for the management and maintenance of the common parts of the Land shown tinted green on the Landscape Management Plan for the life of the Development prepared by or on behalf of the Owners and submitted to the Council for possible Approval and which shall be substantially based upon the proposals, strategy and recommendations for management and maintenance set out in the Landscape Management and Maintenance Plan dated February 2015 Revision OO produced by Ryder Landscape Consultants for the Developer in support of the Application a copy of which is appended to this Agreement in Appendix 1
"Landscape Management Plan"	shall mean the plan appended to this Agreement in Appendix 2 marked "Landscaped Management Plan" showing thereon tinted green the land to

	which the Landscape Management scheme shall apply
'Listed Building"	shall mean the buildings known as Administration Building the Lodge the Chapel and 801 and 803 Wilmslow Road
"Listed Building Consents"	shall mean the listed building consents granted *pursuant to the Listed building* Consent Applications
"Listed Building Consent Applications"	shall mean the applications for listed building consent received by the Council under reference numbers 108542/LO/2015/S2, 108543/LO/2015/S2, 108544/LO/2015/S2, 108545/LO/2015/S2, 108546/LO/2015/S2 and 108674/LO/2015/S2
"Local Businesses"	shall mean businesses whose established place of business is within the Administrative Boundaries of Manchester
"Local Job Centres"	shall mean job centres located within the Wards or the Administrative Boundaries of Manchester
"Local People"	shall mean persons whose principal place of residence is within the administrative area of the Council
"Management Company"	shall mean a limited company or companies *registered at Companies House which may already* be in existence or which may be formed by the Owners set up in accordance with paragraph 5 of the Schedule for the purposes of carrying out the Landscape Management Scheme and - 1 which is incorporated in England and Wales, 2 which has its registered office in England; and 3. whose primary objects permit it to manage and maintain the landscaping of the common areas of the Land in accordance with the Landscape Management Scheme

"Management Fee"	shall mean 15% of the planning application fee to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained therein
"Occupation"	shall mean occupation 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 Development or occupation solely for marketing or display or in relation to security operations and "Occupy" and "Occupied" shall be construed accordingly
"Owners"	shall mean the Owner and Developer together
"Plan 1"	shall mean the plan annexed to this Agreement marked "Plan 1" and showing the Land thereon edged red and marked "Area 2"
"Plan 2"	shall mean the plan annexed to this Agreement marked "Plan 2" and showing thereon edged red the part of Broomhurst Halls contained within title number GM626324
"Plan 3"	shall mean the plan annexed to this Agreement marked "Plan 3" and showing thereon edged red the part of Broomhurst Halls contained within title number GM603009
"Planning Obligations"	shall mean those obligations of the Owners specified in the First Schedule and Second Schedule to this Agreement
"Planning Permission"	shall mean outline permission under the Act for the Development to be granted pursuant to the Application
"Planning Permissions"	shall mean the Planning Permission and Listed Building Consent
"Play Equipment Contribution"	shall mean the sum of £50,000 (fifty thousand pounds) together with any Inflation Increase paid to the Council for the provision of older children's play

	equipment in Didsbury Park and for the purpose of any other costs and expenses in connection with or incidental to the same
"Preliminary Works"	shall mean the temporary road works the erection of a sales/site cabin and Preparation
"Preparation"	shall mean (a) ground investigation and/or site survey work (b) construction of boundary fencing or hoarding (c) archaeological investigation (d) works of decontamination or remediation (e) below ground works (f) the laying and construction of drains and other services (g) the carrying out of service diversion or installation works (h) any work to or in respect of statutory undertaker's equipment (i) temporary works or structures (j) soft strip of the buildings on the Land (k) stone and brick cleaning samples on existing buildings (l) mortar repair sample on existing buildings (m) site decommission (n) trial holes around Administration building (o) installation of sample window (p) construction of brick sample panels (q) rubbish removed in Administration and Chapel buildings (r) tree protection installation (s) tree removal including tidying up existing landscaping
"Reserved Matters Approval"	shall mean the grant of any application for reserved matters approval required pursuant to the Planning

	Permission in respect of Broomhurst Halls and "Reserved Matters Approvals" shall be construed accordingly
"Stakeholder"	shall mean the Council's City Treasurer and his authorised officers
"Stakeholder Account"	shall mean an interest bearing account held by the Council's City Treasurer and his authorised officers at Barclays Bank plc in which the monies paid under the Planning Obligations are held
"Tennis Court Contribution'	shall mean the sum of £150.000 (one hundred and fifty thousand pounds together with any Inflation Increase paid to the Council for the purpose of resurfacing of the existing recreational tennis court facilities at Fletcher Moss Park Didsbury to compensate for the loss of the tennis court facilities on the Land and for the purpose of any other costs and expenses in connection with or incidental to the same
"Transfer"	shall mean a transfer of the title to a Dwelling by transferring its freehold title or a leasehold title for a term of not less than 250 years and "Transfers" shall be construed accordingly
"Wards"	shall mean the Burnage, Old Moat, Whalley Range, Fallowfield, Levenshulme and Chorlton Park wards of the Council and any such ward or wards as may substantially replace any of them
'Working Day"	shall mean any day except Saturday Sunday or a bank holiday and reference to "Working Days" shall be construed accordingly

2 A reference in this Agreement to an act of Parliament or to any order, regulation, statutory instrument or the like shall include a reference to any amendment or re-enactment of the same

3 Words importing the masculine gender include the feminine gender and vice versa and words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa

4 Any headings or side notes are for ease of reference only and shall not affect the construction of this Agreement

5 Where in this Agreement reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement

6 If any party to this Agreement comprises more than one party then that party shall be jointly and severally liable under this Agreement

7 Words denoting an obligation on a party to this Agreement to do any act matter or thing include an obligation to procure that it be done and words placing a party to this Agreement under a restriction include an obligation not to permit or allow infringement of that restriction

8 This Agreement is made in pursuance of Section 106 of the Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other powers and enactments which may give validity hereto and facilitate the enforcement of the obligations and provisions herein contained ("the Enabling Powers")

9. The Owners consent to their interests in the Land being bound by this Agreement and the covenants/obligations entered into with the Council pursuant to the Enabling Powers in the terms set out in the Schedule to this Agreement, those covenants/obligations including Planning Obligations enforceable by the Council

10 The Owners covenant with the Council to pay to the Council on the date hereof such sum as notified in respect of the Council's costs in connection with this Agreement 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 Owners from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law

11 The Owners covenant with the Council to pay to the Council on the date hereof the Management fee in the sum of £4,003 35 (four thousand and three pounds and thirty five pence)

12 The Council covenants with the Owners to issue the Planning Permissions on the date hereof

13.. The Owners may commence the Preliminary Works upon the grant of the Planning Permissions and the Owner will grant a licence where necessary to the Developer to enter the Land to commence the Preliminary Works

14. The amount payable under the Planning Obligations shall be increased by the application of the formula A = B x (C / D) provided that (C / D) shall always be greater than or equal to 1 and with the following definitions:

A is the sum actually payable on the date upon which the amount due under the Planning Obligations is paid ("Specified Date")

B is £200,000 (two hundred thousand pounds)

C is Inflation for the month closest to the Specified Date and which has been published by the Specified Date

D is Inflation for the month in which this Agreement is dated.

15. Nothing herein contained or implied shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and any other authority from exercising powers of compulsory purchase in respect of any part of the Land.

16. No failure or delay by the Council to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

17. In respect of the sums payable by the Owners to the Council under the Planning Obligations, the Council covenants with the Owners:

17.1 to pay such sums into the Stakeholder Account and hold such sums therein until the withdrawal of such sums as may be required for the purposes specified in the Planning Obligations

17.2 to use such sums withdrawn from the Stakeholder Account solely and exclusively for the purposes specified in the Planning Obligations

17.3 to repay to the Owners (here meaning the party or parties who shall have actually paid such sum) such amount of the sums which have not been expended excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend in accordance with the

provisions of this Agreement within 5 (five) years of the Commencement Date or date of receipt by the Council of such payment (and where payment is made by instalments the date of receipt shall be deemed to be the date upon which the last instalment is received), whichever is the later, together with interest at the Bank of England base rate from time to time which has accumulated on the unexpended sums from the date of receipt of such sums by the Council to the date of refund.

18. The Council covenants with the Owner that following the transfer of Broomhurst Halls to the Council it will not without the prior written consent of the Owner for a period of 80 years use the Broomhurst Halls other than for educational purposes and agrees to the imposition of a restrictive covenant to this effect as referred to in the Schedule

19. No person who is not a party to this Agreement may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 provided that this clause shall not affect any right of action of any person to whom this Agreement has been lawfully assigned or becomes vested in law.

20. If any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful, void or unenforceable such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

21. Any approval given by the Council under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever.

22. Any dispute arising between the parties as to their respective rights duties or obligations or as to the failure of the Council or the Owners to give or confirm its consent where required under this Agreement or as to any other matter or thing arising out of or connected with the subject matter of this Agreement (other than a dispute relating to a matter of law or in relation to the construction or interpretation of this Agreement which shall be subject to the jurisdiction of the courts) or as to any failure to agree upon any matter may, if the parties fail to resolve the dispute within 20 Working Days from the date the dispute arose be referred in accordance with clause 23 below to the determination of an independent expert.

23. Any reference to an independent expert in accordance with clause 22 above shall be to a reputable expert unconnected to any of the parties hereto and experienced in

commercial development and or ecological land management matters who shall be agreed between the parties to the dispute or appointed, in the absence of written agreement by the parties on who to appoint within 10 further Working Days after the expiration of the time scales referred to in clause 22 above, on the application of any party to the dispute by the President or if applicable head of the appropriate professional body of the expert or his duly appointed deputy and the decision of such independent expert shall be final and binding upon the parties to the dispute and the parties hereby agree to act in accordance with the decision (save for manifest error) and if the parties to the dispute shall agree in writing such reference shall be deemed to be a reference to an expert (and not an arbitrator) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and if any expert shall act as an expert pursuant to the terms of this clause 23 then each of the parties to the dispute shall be entitled to submit to him representations and cross representations with such supporting evidence as they shall consider necessary and he shall have regard thereto in making his decision which he shall deliver in writing as expediently as possible and the reference to him shall include authority to determine in what manner all the costs of the referral (whether incurred by the parties to the dispute or the expert himself) shall be paid The expert shall be replaced by another expert in the event of his/her becoming at any time unable or unwilling for any reason to discharge his/her functions such replacement expert to be appointed in the manner prescribed in this clause

24 Nothing in this Agreement prohibits or limits the right to develop any part of the Land in accordance with a planning permission, other than the Planning Permissions, granted after the date of this Agreement, whether or not pursuant to an appeal

25 This Agreement shall be registered in the Council's Register of Local Land Charges immediately on completion thereof

26 For the purpose of noting this Agreement on the titles of the Owner registered at the Land Registry under the title numbers recited in recitals 2 and 3 on page 2 above the Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with their solicitors' completed Land Registry account key number details inserted in the forms The Council will arrange for the form AN1 (or any replacement of this form) to be registered at the Land Registry and

the Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by them from the Land Registry

27 If any sum payable to the Council under the terms of this Agreement is not paid at the time specified herein the party responsible for making the payment shall pay to the Council interest on such sum calculated on a daily basis and compounded quarterly from the due date until payment at the rate of 4% per annum over the Barclays Bank plc base rate from time to time in force and such amount shall be recoverable by action as a liquidated sum.

28 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the Planning 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 the area of the Land or unit of occupation purchased by reference to a plan

29 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

30. If the Planning Permissions shall expire before the Commencement of Development or shall at any time be quashed revoked or for any reason cease to remain extant this Agreement shall forthwith determine and cease to have an effect in which case the registration of this Agreement on the Register of Local Land Charges will forthwith be cancelled

31. The Council will upon written request of the Owner/Developer at any time after the Planning Obligations under the Agreement have been fulfilled or determined issue written confirmation thereof and thereafter cancel all related entries in the Register of Local Land Charges

32 All acts required to be undertaken by the Owners under this Agreement or as incidental to this Agreement shall in all respects be at the cost of the Owners

33 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales

34 For the avoidance of doubt it is agreed by the parties that the Planning Obligations contained in

34.1 the First Schedule shall apply solely to the Land and not to Broomhurst Halls,

34 2 Paragraph 1 of the Second Schedule shall apply to the Land and Broomhurst Halls,

34 3 Paragraphs 2 to 4 of the Second Schedule shall apply solely to Broomhurst Halls

35. All correspondence in connection with this Agreement shall be sent to the Council at the following address or such other address as may be notified from time to time: Planning and Building Control Department, Ref.108541/OO/2015/S2, Manchester City Council, PO Box 532, Town Hall, Manchester, M60 2LA.

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

FIRST SCHEDULE

the Owners General Covenants

The Owners covenant with the Council:-

1. To serve the Commencement Notice on the Council
2. To pay to the Council on the Commencement Date the Tennis Court Contribution together with any Inflation Increase and the Play Equipment Contribution together with any Inflation Increase.
3. Not to Commence Development and to cease construction of the Development unless reasonable endeavours are used to recruit Local People and to ensure Local People are recruited to work in the construction of the Development with the intention that a minimum of 10% of the workforce used for the construction of the Development are Local People PROVIDED THAT the endeavours shall include but not be limited to:
   (a) advertising vacancies in the local press not less than 7 (seven) days before advertising those vacancies elsewhere
   (b) advertising vacancies at all Local Job Centres in the Wards not less than 7 (seven) days before advertising those vacancies at all Local Job Centres within the Administrative Boundaries of Manchester and not less than 14 (fourteen) days before advertising those vacancies at Job Centres elsewhere.
4. Not to Commence Development and to cease construction of the Development unless reasonable endeavours are used to use Local Businesses and to ensure Local Businesses are used as contractors and sub-contractors for the construction of the Development with the intention that a minimum of 10% of the contractors and sub-contracts used for the construction of the Development are Local Businesses PROVIDED THAT the endeavours shall include but not be limited to:
   (a) advertising vacancies in the local press not less than 7 (seven) days before advertising those vacancies elsewhere
   (b) advertising vacancies at all Local Job Centres in the Wards not less than 7 (seven) days before advertising those vacancies at all Local Job Centres within the Administrative Boundaries of Manchester and not less than 14 (fourteen) days before advertising those vacancies at Job Centres elsewhere

(c) *obliging contractors and sub-contractors through contractual arrangements to* comply with (a) and (b), and

(d) advertising tenders in the local press not less than 7 days before advertising those tenders elsewhere

5 Subject to paragraph 5 2 the Owners covenant to implement the Landscape Management Scheme The Owners covenant with the Council:-

5 1 Not to Dispose of any Dwelling until the Management Company has been established in accordance with the following provisions -

5.1 1 the first directors and shareholders of the Management Company shall be representatives of the Owners,

5 1 2 the Owners shall ensure that the principal objects of the Management Company will include provisions that the Management Company shall implement the Landscape Management Scheme in Appendix 1

5 1 3 Not to Occupy permit or to allow Occupation of any Dwelling until the Landscape Management Scheme is in existence

5 2 Not to Dispose of any Dwelling-

5 2.1 unless the contract for the sale of each Dwelling includes a condition that the purchaser/s thereof subscribe for or acquire shares in or become members of the Management Company and such condition is worded so as not to merge with and be extinguished on Disposal ,

5 2 2 *other than by*

5 2 2 1 a sale to a purchaser by way of a Transfer,

5 2 2 2 using a standard form of Transfer in the sale of each Dwelling so that all Transfers contain identical provisions in all material respects that impose on the purchaser/s of each Dwelling and their successors in title the requirements in respect of funding the Management Company contained in this Agreement. Not by way of limitation each Transfer will include provisions for serving on the owner of the Dwelling concerned within set timescales an annual request for payment from the owner by way of estate rentcharge or service charge which payment will include an amount required as a contribution towards the cost of funding the implementation of the Landscape Management Scheme by the

Management Company and if applicable any supplementary payment request as referred to in paragraph 5.2.3 of this Schedule and will set a date for the annual payment of the estate rentcharge or service charge whichever is applicable and a date for the annual payment of any supplementary estate rentcharge or service charge payment whichever is applicable in accordance with the provisions of paragraph 5.2.3 of this Schedule;

5.2.3 unless the Disposal contains provisions that bind the purchaser/s and their successors in title to ensure that the purchaser/s covenant with the Owners of the part of the Land upon which the Dwelling is constructed and the Management Company:-

5.2.3.1 to pay annually in advance on or before a date set out in the Transfer to the Management Company an estate rentcharge or service charge whichever is applicable the estimated amount set out in the form of the annual payment request sent to each Dwelling by the Management Company required to be paid as that Dwelling's share of the costs that it is estimated will be incurred by the Management Company in carrying out the ongoing implementation of the Landscape Management Agreement for the year ahead;

5.2.3.2 once the costs actually incurred in each year have been calculated ("the Actual Costs") to pay annually any supplementary estate rentcharge or service charge whichever is applicable that is set out in any supplementary estate rentcharge or service charge payment request within the timescale set out in the Transfer which shall be that Dwelling's share of the amount that is required in order to meet the difference if any between the Actual Costs and the amount that has already been received by way of estate rentcharge or service charge and allocated for the year concerned towards the cost of implementing the Landscape Management Plan ;

5.3 To ensure that control of the Management Company shall be transferred to the owners of the Dwellings upon completion of the sale of the last Dwelling.

SECOND SCHEDULE

The Owners Broomhurst Hall Covenants

The Owners further covenant with the Council:-

1 Not to Commence Development until the Owners have transferred the registered titles of Broomhurst Halls to the Council for nil value;

2 That the transfer will contain a restrictive covenant not to use the part of Broomhurst Halls comprising:

2.1 the land contained within title number GM626324 for anything other than educational purposes; and

2.2 the land contained within title number GM603009 for anything other than as playing fields without the prior written consent of the Owner which may be withheld at the Owner's discretion;

3 That the transfer will be substantially in the form of the draft transfer attached at Appendix 3 marked "draft transfer"

4 To procure that prior to completion of the transfer Broomhurst Halls are free from any occupational interests but it is agreed that the Owners will not be required to remove any fixtures from Broomhurst Halls provided that such items can be treated as abandoned following completion and can be removed or disposed of by the Council and for the avoidance of doubt this shall include any items relating to the telecommunications mast which are left at Broomhurst Halls on completion of the transfer.

Appendix 1

Landscape Management Scheme

LANDSCAPE MANAGEMENT AND MAINTENANCE PLAN



MMU Re-development

Client: P J Liveseys
Produced by Ryder Landscape Consultants
February 2015
Revision 00

1. Scope of the report

Our Landscape Management Plan covers the extents of the former Manchester Metropolitan University off Wilmslow road in Didsbury as illustrated in drawing 14181-PP-600 Landscape Masterplan. The scope of the study has been defined by the red line boundary as illustrated with considerations of its setting within the wider landscape.

2. Site Description

The main campus site was historically operated by Manchester Metropolitan University (MMU), which vacated the site in 2014. The main campus site comprises a number of buildings associated with the former use, including listed buildings, which will be retained and converted for residential use as part of the redevelopment proposals. Modern buildings which do not contribute to the setting will be demolished. This part of the site is bounded by Wilmslow Road to the west and south, by Sandhurst road to the north and existing residential properties to the east.
There are over 150 trees across the main campus and to the front of the Broomhurst Halls of Residence site across Wilmslow Road. The existing trees are an integral part of the existing character and distinctiveness of the site and the local area/
The larger more established trees are concentrated towards the boundary of the site and create an attractive parkland setting, particularly those located to the western boundary which sit amongst the Listed Buildings and provide a distinctly green frontage to Wilmslow Road.

3. General objectives

Management and maintenance shall at all times reflect the highest possible standards and reflect generally speaking the management and maintenance objectives including:

a) Maintaining a safe and welcoming environment;

b) Maintaining a clean environment;

c) Working towards horticultural excellence;

d) Keeping up to date with and adhering to relevant legislation including pesticide legislation;

e) The landscape maintenance schedule shall be for a minimum period of 5 years. However, may be extended in agreement with P J Liveseys thereafter;

f) The client shall appoint a contractor for carrying out the planting and the landscape maintenance schedule;

g) The contractor shall ensure that the landscape maintenance schedule is adhered to, and any changes to the plan are to be agreed in writing with the appropriate authority and P J Liveseys;

h) The contractor shall oversee the landscape maintenance schedule throughout the defects liability period and the 5 year agreed maintenance period;

i) This landscape maintenance schedule shall be read in reference to the landscape architect's landscape proposals plan (Drawing Number 14181-PP-500) and planting schedule; and

j) The landscape maintenance schedule applies to both new and existing vegetation on the site.

4. Ground preparation and planting instructions

The landscaping works shall be carried out in accordance with the approved details within 12 months from the date when any building or other development hereby permitted is occupied or carried out as the case may be and in accordance with BS 3975 (or otherwise updated/superceded legislation).

4.1 Ground preparation

a) Planting beds to be broken out to a depth of 450mm to ensure any existing hard standing is sufficiently broken up to free drainage. Any concrete, rubble > 10mm to be removed.

b) Topsoil to be 450mm depth over planting beds, provide as necessary topsoil in line with BS3882:2007 (or otherwise updated/superceded legislation) to make up any deficiency of topsoil existing on site. Do not use topsoil contaminated with subsoil, rubbish or other material. Do not compact soil, preserve friable texture of separate visible crumbs wherever possible.

c) Finished level of topsoil: above adjoining kerbs/paving 30mm, below damp proof course of adjoining building 150mm, marry new soils into existing soils.

d) Herbicide and cultivation: topsoil to be treated with an application of herbicide prior to planting, where necessary, strictly in accordance with the Control of Pesticide Regulations 1986 (or otherwise updated/superceded legislation), and following manufacturer's instructions by qualified staff. The topsoil shall then be cultivated to 150mm depth and any stones >50mm that come to the surface should be removed.

e) Do not plant into frozen or snow covered soil.
b) Do not plant whilst strong winds prevail.

d) Water planting area thoroughly before planting to full depth of topsoil and rake soil.

4.2 Plants and planting

a) Check plants for their quality/quantity and their accordance with planting schedule and National Plant Specification upon arrival. Give notice if plants do not meet any of the above.

b) Water plants upon delivery.

c) Remove any weeds from plants prior to planting.

d) Refer to planting plan for layout and respective quantities.

e) Plant immediately upon delivery. Give notice if this cannot be achieved. Plants will need to be stored safely and watered regularly.

5. Visits

a) For a five year period following completion of the Landscape Works, the Contractor shall visit the site as necessary to carry out the operations described in this section and as shown in Appendix II.

b) The Contractor shall allocate sufficient resources to satisfactorily complete all the operations required.

c) Following each visit the contractor shall report to P J Liveseys any additional operations considered necessary to ensure the satisfactory establishment of plants.

6. Replacement planting

a) Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted, unless the Local Planning Authority gives its written consent to any variation.

b) After a year following the completion of the landscape works, the contractor shall attend an inspection of all the works with P J Liveseys. All plants which are missing, have died or have failed to make satisfactory growth shall be replaced in accordance to Appendix II and the planting plan and in agreement with P J Liveseys. This inspection shall be repeated in the second year after completion of works.

c) Ground preparation and replacement planting shall be according to the specification, areas of ornamental planting etc. to be as for original planting, except that no further topsoil needs to be brought to pits.

7. Generals: Operations

a) Watering: all plants shall be watered regularly and adequately to ensure healthy growth.

b) When watering, the contractor shall apply sufficient water to return the soil to field capacity.

c) In the event of restrictions on the use of water, the contractor shall make his own arrangements for obtaining and using water from other sources (e.g. second class water) with the landscape architect's approval.

d) Firming up: plants which have become loosened, lifted up or out of the ground shall be set upright and re-firmed by treading.

e) Removal of litter: all litter shall be removed from the areas under the contractor's maintenance.

f) Pest and disease control: plants shall be kept free of pests and diseases. Control measures shall be carried out to the approval of P J Liveseys.

g) Plant Supports: canes, tree ties and tree stakes shall be checked and when necessary adjusted.

h) General Pruning: straggling stems, over-vigorous shoots, suckers and dead, misshapen or broken branches shall be removed from trees and shrubs by pruning back with a clean smooth cut to the main stem, or a sound and living outward growing lateral.

7.1 Operations to Trees

a) Maintenance programmes should aim at providing conditions conducive to active growth and to minimising wounding of the bark (which admits parasitic fungi). Maintenance of trees which form part of groups need to take into account the implications for the whole group, either its appearance or its function in "supporting" other trees. Professional advice may be necessary.

b) After inspection, all items requiring remedial action or further investigations must be listed and acted upon.

c) Weed Control: a circle 500mm radius from the base of each tree shall be kept free of grass and weed growth. In the case of trees in grass areas, this circle shall be kept neatly edged and the mushroom compost topped up as necessary.

d) Residual Herbicide: a residual soil-acting herbicide shall be:
- evenly applied to the soil surface over a circle, 500mm radius from the base of each tree;
- shall be evenly incorporated into the full depth of the mulch.

e) Slow release fertiliser: slow release fertiliser shall be:-
- evenly incorporated into the surface of the soil over the rooting area of each tree;
- evenly incorporated into the mulch over the rooting area of each tree;

f) The contractor shall prevent chafing and damage to the bark of trees, caused by rubbing against stakes.

g) Stakes and ties, check annually that the stakes are secure and adjust ties to allow for growth as necessary. Remove stakes at the end of the third growing season.

h) Water trees in period of drought at a rate of 50 litres per tree at weekly intervals.

i) Pruning of trees (BS 7370, Part 4, Pg. 39) should, ideally, be confined to training or shaping when immature to removal of dead or diseased material in mature trees, and should be done by suitably qualified staff. For all grafted plants, suckers should be detached from the rootstock to their point of origin with a clean knife-cut in June and again in October. Epicormic growth must be removed at least once a year, in June.

j) All damaged and broken branches are to be removed with a clean cut; to be agreed with xxx and a tree specialist before work commences.

Tree Inspection Checklist

Element	Inspection Element
Leaves, flowers and fruits	Inspect for signs of pests and diseases, and note whether treatment is necessary.
	Inspect for signs of nutrient deficiency, and note whether feeding is necessary.
Surrounding ground	Inspect for signs of interference with the root system (e.g. underground services and leaks, recent trenching or changes in level).
The environment in relation to the tree	Examine exposure, likely pollution, ground surface character (including compaction around the base of trees), soil, etc. Note where remedial action is required.
Consider the tree's effect on its environment	Is the tree obstructing pedestrian traffic or shading out new planting. Pruning trees should be done as a last resort. Generally, trees are both more structurally sound and visually attractive if left to grow naturally. Obtain expert opinion before pruning.
Understorey	Inspect under planting in mid-June to estimate the degree of thinning of the canopy that might be required to ensure the health of the under storey. Obtain expert opinion before pruning.
Overall health of tree	Consult expert opinion
Upper crown safety	Make arrangements for a visit by a climber to make a report based on direct observation

Old specimen trees	Inspect for longevity, so that plans for replacement can be made several years in advance, paying special attention to its location and the immediate and future impact it will have on views, sight-lines and the landscape character of the site.
Records	Record the visit, observations made and whether expert advice is required. File records of the inspection, and follow-up visits.

7.2 Operations to Hedges

Hedges should be cut annually in summer (checking first that there are no nesting birds). The aspect of hedge maintenance most often neglected in mulching and feeding. Most middle-aged hedges are malnourished. If old hedge plants are suffering from malnutrition, apply a general fertiliser or a formulation for tree nutrition. The fertiliser should be pricked in and then watered in with a fine spray. The most common cause of sudden death of hedges is honey fungus, and regular inspections should be carried out by making a small excavation to expose the condition of the roots and lower stem, and looking for traces of "bootlaces" of Armillariella mellea.

Recently planted hedges should be cut hard back in June and September, so that bushy growth down to ground level is encouraged, and the hedge should be allowed to reach its planned dimensions only be degrees. Exceptions are those plants having a leading shoot which will give better results if left to attain their full planned height, notably beech (Fagus sylvatica). Lateral branches of these species should be cut back moderately to ensure a dense habit. The ideal shape for hedges is A-shaped (with a flat top) – i.e. wider at the base than at the top – this encourages strong fresh growth up the entire face of the hedge. Perpendicular faced hedges suffer from shading and increasingly sparse growth low down.

Mature Hedges should be pruned annually late winter/early spring, outside the bird nesting period.

7.3 Operations to Grass

The overarching objective is to produce a smooth, even and hard-wearing sward, with the appropriate ground cover of acceptable species, and adequate control of weeds, pest and diseases, as defined in the BS 7370 for the grassed area. The lawn is to be maintained to the British Standard for close-mown amenity turf.

Amenity turf: Grass will be cut weekly in the growing season, with a cylinder mower set to 15mm and arising removed immediately. Other operations, performed at the frequency specified in the maintenance table, are scarification; aeration; fertilisation; irrigation; weed, pest and disease control; switching/brushing; maintenance of turf edges; light rolling; top dressing; and over seeding.

Maintenance Operation	Grass cutting	Operation/Season	Frequency
Mowing	In general, grass cutting will be carried out to achieve the standards set out here. Should winter weather conditions stimulate grass growth to the extent that additional cuts are required to maintain these standards, it will be necessary to undertake additional winter cuts.	Managed between 15mm and 25mm.	Managed between 20mm and 25mm.
Preparation for mowing	All seasons	Remove all surface debris.	Remove all surface debris.
	Before main growing seasons	· Roll lightly after frost to re-firm surface · Rake to lift glass blades	Rake to lift glass blades
	Main growing season	· Firm surface if it is disturbed and may cause scalping · Brush or switch grass when wet (e.g., after dew)	Firm surface if it is disturbed and may cause scalping
	After main growing seasons	•Remove leaves and other debris in autumn •Brush or switch grass when wet; allow any frost to disperse first	Brush or switch grass when wet (e.g., after dew)
			•Remove leaves and other debris in autumn •Brush or switch grass when wet •Allow any frost to disperse first

Maintenance Operation	Grass cutting	Operation/Season	Frequency
Method of mowing	All Seasons	•Use rotary or cylinder mower with rear roller •Refuel mower away from grass to avoid damage to turf •Remove clippings •Sweep clippings off the path •Mow in opposite/cross directions at each alternate cut •Mow headlands first •Set minimum height of mower to 20mm	• Use cylinder (min 50 cuts/m) or rotary mower • Refuel mowers away from grass to avoid damage to the turf • Sweep clippings off the path • Mow in opposite/cross directions at each alternate cut • Mow headlands first
	Before main growing seasons	•Mow weekly •Set minimum height of mower to 15mm •During drought, reduce the number of cuts and raise the height of cut by 5- 10mm •When very wet, do not cut if the grass surface may be damaged •Set minimum height of mover to 20mm	Set minimum height of mower to 25mm
	Main growing season		•Mow every 7-10 days •Set minimum height of mower 20mm •During drought, increase the interval between cuts
	After main growing season		Set minimum height of mower to 25mm
Matching up	All seasons	Strimming up to boundaries and other obstacles must be done at the same frequency as the main area.	Strimming up to boundaries and other obstacles must be done at the same frequency as the main area.
Edge Trimming	All seasons	•When the grass abuts gullies/ hard areas/ shrub beds with a dropped edges, cut back grass fringe to the turf cleanly and evenly with shears •Remove arisings •Trim edges once	• When the grass abuts gullies/ hard areas/ shrub beds with a dropped edges, cut back grass fringe to the turf cleanly and evenly with shears • Remove arisings
	Before main growing season	Trim edges weekly	Trim edges once
	Main growing season	Trim edges as necessary	Trim edges every other cut

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	After main growing season		Trim edges as necessary
Edge Re-forming	After main growing season	•Where the grass abuts path/ hard areas/ scrub bed, the turf should be re-formed with a half- moon, plus board/tight string to a clean finish with straight lines/ smooth curves at an angle sloping back to slightly less than vertical where there is extensive damage •Repair by re-turfing	•Where the grass abuts path/ hard areas/ scrub bed, the turf should be re-formed with a half-moon •Plus board/tight string to a clean finish with straight lines/ smooth curves at an angle sloping back to slightly less than vertical •Where there is extensive damage repair by re-turfing
Thatch Removal	Main growing season	Carry out light de-thatching as required using a vertical mower	Carry out light de-thatching as required using a vertical mower
	After main growing season	•When necessary, scarify using a spring-tined rake (or suitable machine with revolving tines) •Penetrating the surface soil to 5mm •Scarify when dry and frost-free •Collect and remove all arisings as work progresses	•When necessary, scarify using a spring-tined rake (or suitable machine with revolving tines), penetrating the surface soil to 5mm •Scarify when dry and frost-free •Collect and remove all arisings as work progresses
Firming	Before Main growing season	•Roll lightly when the soil is moist but not wet 2 weeks before the first mowing •Striping may be done •Avoid sharp turning on headlands	•Roll lightly when the soil is moist but not wet 2 weeks before the first mowing •Striping may be done; Avoid sharp turning on headlands
	Main growing season	•There should be no need to roll during the mowing season •Use other methods to treat disturbed surfaces	•There should be no need to roll during the mowing season •Use other methods to treat disturbed surfaces

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	After main growing season	Avoid rolling	Avoid rolling
Aeration	Main growing season	•Routinely spike with a roller with tines at least 25mm long •Aerate exceptionally compacted areas with a solid-tine machine or Hand fork to 10mm depth at 100mm depth centres.	Routinely spike with a roller with tines at least 25mm long Aerate exceptionally compacted areas with a solid-tine machine or hand fork to 10mm depth at 100mm depth centres.
	After main growing season	•Aerate once during frost-free periods when the ground is moist enough to allow penetration •Solid-tines at 100mm depth at 100mm centres to relieve compaction and deter the formation of thatch •If thatch has developed to 15mm hollow-tine and remove cores (unless the soil quality is good in which case break up the cores with a rotary rake) •If top- dressing is needed to improve the soil, hollow- tine, remove cores and brush in dressing	•Aerate once during frost-free periods when the ground is moist enough to allow penetration •Solid- tines at 100mm depth at 100mm centres to relieve compaction and deter the formation of thatch •If thatch has developed to 15mm hollow-tine and remove cores (unless the soil quality is good in which case break up the cores with a rotary rake) •If top-dressing is needed to improve the soil, hollow-tine, remove cores and brush in dressing

Maintenance Operation	Grass cutting	Operation/Season	Frequency
Top dressing	All seasons	•Top dressing should be fine and dry, and of a similar texture to soil •Where depressions occur, apply top dressing several times to low areas to raise the level gradually •Apply evenly after mowing and work into the sward •Mow after top dressing not before •Apply when dry and frost-free •Work in immediately with lutes, brushes, etc Apply before the end of December to allow absorption before the mowing season.	•Top dressing should be fine and dry, and of a similar texture to soil Where depressions occur, apply top dressing several times to low areas to raise the level gradually •Apply evenly after mowing and work into the sward •Mow after top dressing not before • Apply when dry and frost-free •Work in immediately with lutes, brushes, etc Apply before the end of December to allow absorption before the mowing season.
Feeding Lawn areas Walled Garden	All seasons	•Determine phosphate •and potash requirements by soil analysis • Apply fertiliser diluted in water mixed with vermiculite/peat/ sand (used at 50-70g/m²) •Distribute evenly to avoid patchiness •Fill distributors away from the working area or lay protective sheeting on the turf. •If needed, apply potash or phosphate	•Determine •phosphate and •potash requirements by soil analysis •Apply fertiliser •diluted in water •mixed with vermiculite/ peat/sand (used at 50-70g/m²) •Distribute evenly to avoid patchiness •Fill distributors away from the working area or lay protective sheeting on the turf
	Before main growing season	Monitor nitrogen levels throughout the seasons Apply as needed usually up to 100k N/ha) Do not apply after August, unless really needed	If needed, apply potash or phosphate

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	Main growing season	Generally, do not apply fertilisers	•Monitor nitrogen levels throughout the seasons •Apply as needed usually up to100k N/ha) •Do not apply after August, unless really needed
	After main growing season		Generally, do not apply fertilisers
Control of weeds, moss, diseases and insect pests	All seasons	Examine turf for weeds, moss, diseases and insect pests and take measurements to control them	Examine turf for weeds, moss, diseases and insect pests and take measurements to control them
Repair and renewal	Re-turfing worn/damaged areas	•Remove old turf to a max depth of 25mm; Prepare surface by lightly forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil levels •Lay new turf to stretcher bind, working from boards, and tamp down •Top dress with fine soil •Water generously after relaying turf	•Remove old turf to a max depth of 25mm •Prepare surface by lightly forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil levels •Lay new turf to stretcher bind, working from boards, and tamp down •Top dress with fine soil •Water generously after relaying turf

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	Reforming broken edges	•Lift turf 60mm deep •Prepare surface by lightly forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil level •Re-lay lifted turf with good edges outwards on the correct line, and tamp down •Replace damaged parts of the turned turf with sound turf •Water •Support edges temporarily with board if possible	•Lift turf 60mm deep •Prepare surface by lightly •forking, mixing in fertiliser, ranking to consolidate, and, if necessary, building up the soil level •Re-lay lifted turf with good edges outwards on the correct line, and tamp down •Top dress damaged parts with a suitable soil and seed mixture •Water •Support edges temporarily with board if possible
	Lifting hollows	•Lift turf to a depth of 20mm •Spread new matching soil over the area and fork in •Tread lightly to consolidate, apply fertiliser and rake to a new level 20mm below surrounding turf •Re-lay removed turf and •tamp down, removing any excess •Top dress and water •Lift turf to a depth of 20mm •Fork the base to a depth of 100mm, and remove all stones •Remove excess soil •Tread lightly to consolidate, apply fertiliser and rake to a new level 20mm below surrounding turf •Re-lay removed turf and tamp down, removing any excess •Top dress and water	

Maintenance Operation	Grass cutting	Operation/Season	Frequency
	Lowering bumps	•Either: Spike, and apply an appropriate sand (most effective when soil is moist) •or vibrate using suitable machinery •or slit the surface, and apply an appropriate sand •Re-cutting may be needed as slit systems decrease in effectiveness over time	
	Relieving surface compaction	•Where damage to turf occurs as a result of mole activity, •The damaged areas shall be reinstated immediately as described above. •Moles shall not be deliberately killed without the agreement of the responsible Officer.	•Either: Spike, and apply an appropriate sand (most effective when soil is moist) •or vibrate using suitable machinery •or slit the surface, and apply an appropriate sand •Re-cutting may be needed as slit systems decrease in effectiveness over time
	Re-instating mole hills		•Where damage to turf occurs as a result of mole activity, the damaged areas shall be reinstated immediately as described above. •Moles shall not be deliberately killed without the agreement of the responsible Officer.
Source: BS 7370, Part 3			

7.4 Operations to Hard Surfaces

The overarching objective is to maintain clean, even, consistent surfaces safe for use by normal traffic in all conditions.

Areas that have been designed for light traffic should be prohibited to heavy vehicles in order to avoid damage to driveways, paths, road verges and planting.

Hard surface areas should be kept free from the following:

- litter, including autumn leaf fall
- dust and accumulated grit
- stains, e.g., oil or paint spillage
- graffiti
- weeds, moss and algae
- standing water

The table 7.4 below should be regarded as a checklist for inspection and maintenance of hard areas.

Defects should be reported and dealt with as they arise.

Cleanliness is important. Recommended treatments for specific stains on hard surfaces are tabulated below.

Gullies in areas of loose gravel must be checked monthly. Other gullies must be checked every six months, and kept open. Operations involved in maintaining a drainage system include the following:

- Inspection at least twice a year (or more frequently in areas of loose gravel)
- Immediate action to rod drains when blockages occur
- Removal of silt and grease as often as necessary
- Weeding the banks of open ditches at the end of the growing season
- Clearing outfalls of weeds and debris at the start of the winter season
- Periodic renewal, as all drainage systems eventually wear out.

Attention should be paid to drains that come into contact with trees, as leaf litter is prone to blocking drains and tree roots often penetrate them.

Note: where paved areas drain into tree pits or planted areas, high concentrations of salt, detergent or soil-acting herbicides should not be used (BS Part 2, p.8).

Table 7.4 Maintenance operations for hard surfaces

Maintenance Target	Operation
General	
Stain removal, e.g., oil or paint	Complete removal within 2 days of being reported.
Weed and moss growth	Should not exceed 1% of paved area and 20% of joints within it.
Integrity of material	Materials used in repairs should match the existing surface material specification, and be laid to a similar depth and, where applicable, to a similar degree of compaction.
Evenness	Where a risk of slipping exists, warning notices or handrails should be installed. All paving should be maintained to original levels and falls. Movement of adjacent units should not produce a differential greater than 6mm.

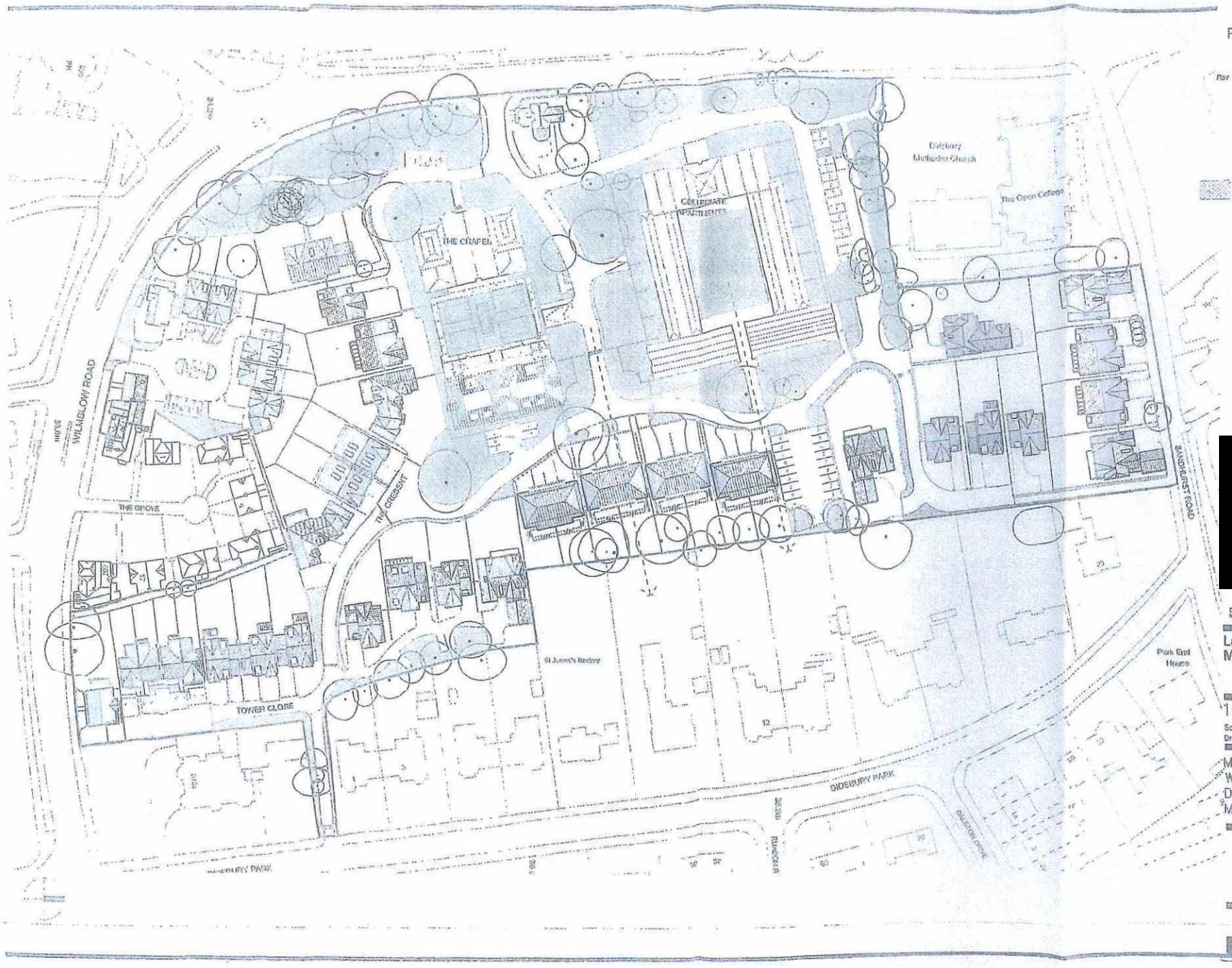
Maintenance Target	Operation
Breakage	Generally, footpath paving should not show more than 10% broken units overall. Concentrated damage, e.g., by vehicles tracking across or at the edges of pavements, should be repaired, upgraded or rebuilt even if less than 10% of the area is affected. All cracks wider than 6mm should be raked out and repaired, as should spalling and weathering at the edge.
Gullies	Surface water drains, channels, gullies, traps, outlets and grids should be kept clear of accumulated grit, leaves, grass and weeds. Gullies and inspection chambers with sumps should be emptied and outlets to all surface water drains should be inspected twice a year.
Permeability and drainage	Where paved areas drain into tree pits or planted areas, high concentrations of salt or soil-acting herbicides should not be used.
Safety	Any surface, wet or dry, should be safe for use by normal traffic. Loose materials should not present a hazard underfoot, for wheelchair users or for those using a walking aid.
Appearance and durability	The original colour and texture of surfaces should be maintained as far as possible, with due allowance for natural weathering. Surfaces should not be allowed to degrade under wear, frost or settlement. Re-dressing of loose-finish surfaces should be done so as to maintain the desired extent of cover.
Source: BS 7370, Part 2, pp. 7-9	
Element Specifics	Procedures
General: all hard surfaces	

Maintenance Target	Operation
General all hard surfaces	Areas that have been designed for light traffic should be prohibited to heavy vehicles in order to avoid damage to driveways, paths, verges and planting. Inspection to ensure conformity to objectives should be done daily. Sweeping should be by hand or using pedestrian controlled motorised suction cleansers On large open areas, mechanical sweepers may be used. Paving adjacent to buildings should be scrubbed with water and detergent, and hosed with clean water. Chemicals, detergents and oil based materials should not be hosed into planted areas, sewers or watercourses, but suctioned by a vacuum cleaner. Stains should be removed within two days of being reported, and chemicals, detergents and oil-based materials should not be hosed into planted areas, sewers or watercourses, but suctioned by a vacuum cleaner. Before treatment is attempted, as much as possible of the spillage should be mopped up or scraped off. Chemicals should only be used under appropriate supervision Puddles of water should not be allowed to stand for extended periods. Depressions in hard surfaces should be repaired where possible Snow clearance should be treated as a priority, to provide safe routes for pedestrians, especially where there are steps, ramps and steep cross falls. During the thaw, all surface water drainage channels, gully gratings and outlets must be kept cleared. Salt should be spread mechanically, at the following rates: precautionary 10g/m2 ice and light snow (20 mm): 20-40g/m2 snow 20-40mm: plough then salt 20g/m2 s now 40mm+: plough then salt 20-40g/m2 Salt should not be used in close proximity to trees and other plants. Salt will not be stored on site, but brought in from the depot as required. A programme of weed killing for roads, hard standings, pavements, paths and fence lines should be arranged to ensure effective control all year. If work can be undertaken in early spring, mid-February to mid-April, control should be effected by the use of a compound containing one or more residual chemicals; one application at the correct rate is usually sufficient. If satisfactory control is achieved in the first year, smaller maintenance doses in subsequent years is usually adequate. Annual weeds should be treated with a contact herbicide while they are growing strongly. Where there are concerns about the use of residual herbicides, or where a residual treatment is ineffective, a non-residual contact herbicide should be applied, generally more than once during the growing season Treatment on paving should be targeted at the cracks where weeds grow and not applied over the whole surface. Losses through evaporation should be minimised by spraying in the early morning or late evening (also times when insect activity and pedestrian/vehicular traffic is lower).

Maintenance Target	Operation
cont.	Where moss and algae are removed with phenol-based moss killers, extreme care should be taken to avoid damage by spillage of corrosive concentrate and by run-off to adjoining planted areas. Where settlement or disturbance causes broken surfaces, paving should be taken up, a firm bed prepared and a new surface laid to match the original. Where normal wear and weathering cause the pointing between units to deteriorate, joints should be raked out and repointed in a similar style. Where paved areas drain into tree pits or planted areas, high concentrations of salt or soil-acting herbicides should not be used.
Bituminous surfacing	If litter accumulates, increase the frequency of sweeping. If dust or grit accumulates, remove with detergent/proprietary chemical. Where weeds colonise cracks and joints, treat with chemicals and repair. If moss and algae grow, treat with chemicals or scrape or sweep. Where the surface becomes uneven or there is a drainage problem, patch or replace to falls. Repair cracking and frost damage by raking out and repairing or replacing the surface. Potholes to be reinstated should be cut back to sound material, the sides cut vertically to a square/rectangular shape, painted with bitumen emulsion, and filled with new bitumen.
Reconstituted stone paving	If litter accumulates, increase the frequency of sweeping. If dust or grit accumulates, sweep or hose down. Where weeds colonise cracks and joints, treat with chemicals and repoint. If moss and algae grow, treat with chemicals or scrape or sweep. On susceptible stone, treatment should be regular. Where the surface becomes uneven or there is a drainage problem, replace as necessary. Repair cracking and frost damage by replacing the surface. If the problem represents a severe tripping hazard, replace with an alternative.
Source: BS 7370, Part 2, pp. 10-18, 25-27	

Appendix 2

Landscape Management Plan


PJ Livesey
REVISIONS
Rev Date Description
Areas to be maintained
Didsbury Methodist Church
The Open College
COLLEGIATE APARTMENTS
THE CHAPEL
WILMSLOW ROAD
THE GROVE
THE CRESCENT
SANDHURST ROAD
St Jude's Rectory
Park End House
TOWER CLOSE
DIDSBURY PARK
OAKSTON DRIVE
Landscape Maintenance Plan
105-00-6006
Scale 1:500 @A1
Date Aug 15
Drawn DMM
Checked
MMU–Didsbury Compu
Wilmslow Road,
Didsbury,
Manchester, M20 2RR
P.J.Livesey Living Space Ltd
Ashburton Park
Ashburton Road West
Trafford Park
Manchester M17 1AF
Tel : 0161 873 7878
Fax : 0161 848 8671
The P. J. Livesey Group Ltd

Appendix 3

draft transfer

Land Registry
Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form Alternatively use continuation sheet CS and attach it to this form

Leave blank if not yet registered	1	Title number(s) of the property GM626324 and GM603009
Insert address, including postcode (if any), or other description of the property, for example 'land adjoining 2 Acacia Avenue'	2	Property Broomhurst Hall, 836 Wilmslow Road, Didsbury, Manchester, M20 2RP and Simon Playing Fields, Didsbury, Manchester
	3	Date
Give full name(s) Complete as appropriate where the transferor is a company	4	Transferor The Manchester Metropolitan University Higher Education Corporation For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix For overseas companies (a) Territory of incorporation. (b) Registered number in the United Kingdom including any prefix:
Give full name(s) Complete as appropriate where the transferee is a company Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003	5	Transferee for entry in the register The Council of the City of Manchester For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix For overseas companies (a) Territory of incorporation: (b) Registered number in United Kingdom including any prefix
Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any) The others can be any combination of a postal address, a UK DX box number or an electronic address	6	Transferee's intended address(es) for service for entry in the register Town Hall, Albert Square, Manchester, M60 2LA
	7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

8 Consideration

☐ The transferor has received from the transferee for the property the following sum (in words and figures):

☐ The transfer is not for money or anything that has a monetary value

☒ Insert other receipt as appropriate:

In consideration of the Transferee's covenants in this Transfer

Place 'X' in any box that applies.

Add any modifications.

9 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

Title modifications:

9.1 The words "at his own cost" in the Law of Property (Miscellaneous Provisions) Act 1994 (**1994 Act**) section 2(1)(b) are replaced by "at the Transferee's cost"

9.2 For section 6(2)(a) of the 1994 Act, the Transferee's actual knowledge includes:

(a) the entries in any public register; and

(b) public requirements (as defined in the Standard Commercial Property Conditions (Second Edition)).

Where the transferee is more than one person, place 'X' in the appropriate box.

10 Declaration of trust. The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

Complete as necessary

☐ they are to hold the property on trust:

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

11 Additional provisions

11.1 **Definitions and interpretation**

In this transfer:

(a) words importing one gender shall be construed as importing any other gender;

(b) words importing the singular shall be construed as importing the plural and vice versa;

(c) words importing persons shall be construed as importing a corporate body or unincorporated body and vice versa;

(d) where any party comprises more than one person the obligations and liabilities of that party under this transfer will be joint and several obligations and liabilities of those persons;

(e) the panel and clause headings do not form part of this transfer and shall not be taken into account in its account in its construction or interpretation; and

(f) any reference to a clause is one so numbered in this panel unless otherwise stated.

11.2 **No implied rights**

11.3 The transferee does not acquire any right to light or air over any neighbouring land of the Transferor.

11.4 **Covenants by the Transferee**

The Transferee covenants with the Transferor:

(a) Not to use:-

(i) such part of the Property as is within title number GM626324 for anything other than educational purposes and

(ii) such part of the Property as is within title number GM603009 for anything other than as the site of playing fields

without the prior written consent of The Manchester Metropolitan University Higher Education Corporation (the **University**) which may be withheld at the University's discretion

(b) On any disposition of the Property other than the grant of a charge (but to include any disposition by a chargee) the Transferee shall procure that the disponee covenants directly with the University to comply with the terms of this clause 11.4 (including for the avoidance of doubt the terms of this sub-clause (b) on any future disposition)

11.5 **Restriction**

The parties consent to entry of the following restriction in the proprietorship register of the title number allocated to the Property:

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 is to be registered without a certificate signed by a conveyancer that the provisions of clause 11.4(b) of a transfer dated [¨] and made between (1) The Manchester Metropolitan University Higher Education Corporation and (2) The Council of the City of Manchester have been complied with.

11.6 **Indemnity covenant**

The Transferee covenants with the Transferor to comply with the obligations contained or referred to in the Property, Proprietorship and Charges registers of the titles above referred to in so far as they relate to the Property and to indemnify the Transferor against claim, loss, liability or expense it suffers or incurs as a result of any future failure to do so.

11.7 **S106 Agreement**

This Transfer is entered into pursuant to an Agreement dated made between (1) The Council of the City of Manchester as local planning authority (2) The Transferor (3) PJ Livesey Living Space Limited and (4) Deutsche Bank AG

11.8 **Contracts (Rights of Third Parties) Act 1999**

Unless the right of enforcement is expressly provided, it is not intended that a third party should have the rights to enforce any terms of this transfer pursuant to the Contracts (Rights of Third Parties) Act 1999 but this does not affect any rights that are available apart from that Act.

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

12 Execution

Executed as a deed by affixing the common seal of
The Manchester Metropolitan University Higher Education Corporation
in the presence of:

Authorised signatory

Authorised signatory

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

WARNING
If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Team/3/docs/yf/151009 yf clean Transfer- Broomhurst Hall

Plan 1



Scale 1:2000

0m 100m 200m

105-Location Plan.dwg

Last Saved By:andrew.mcmurtrie

PJ Livesey GROUP

REVISIONS

Rev	Date	Description

[redacted]

Critical Dimensions required by Consultants/ Contractors/ Subcontractors must not be scaled from this drawing. Dimensions required are to be obtained from the drawing office

Joint Site Location Plan

105- 00 - 0100

Scale 1:2000 @A3 Date 25/03/15

Drawn A.Mc Checked S.A

MMU-Didsbury Campus,
Wilmslow Road,
Didsbury,
Manchester, M20 2RR

P.J.Livesey Living Space Ltd
Ashburton Park
Ashburton Road West
Trafford Park
Manchester M17 1AF
Tel : 0161 873 7878
Fax : 0161 848 8671
design@pjlivesey.co.uk

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The P. J. Livesey Group Ltd

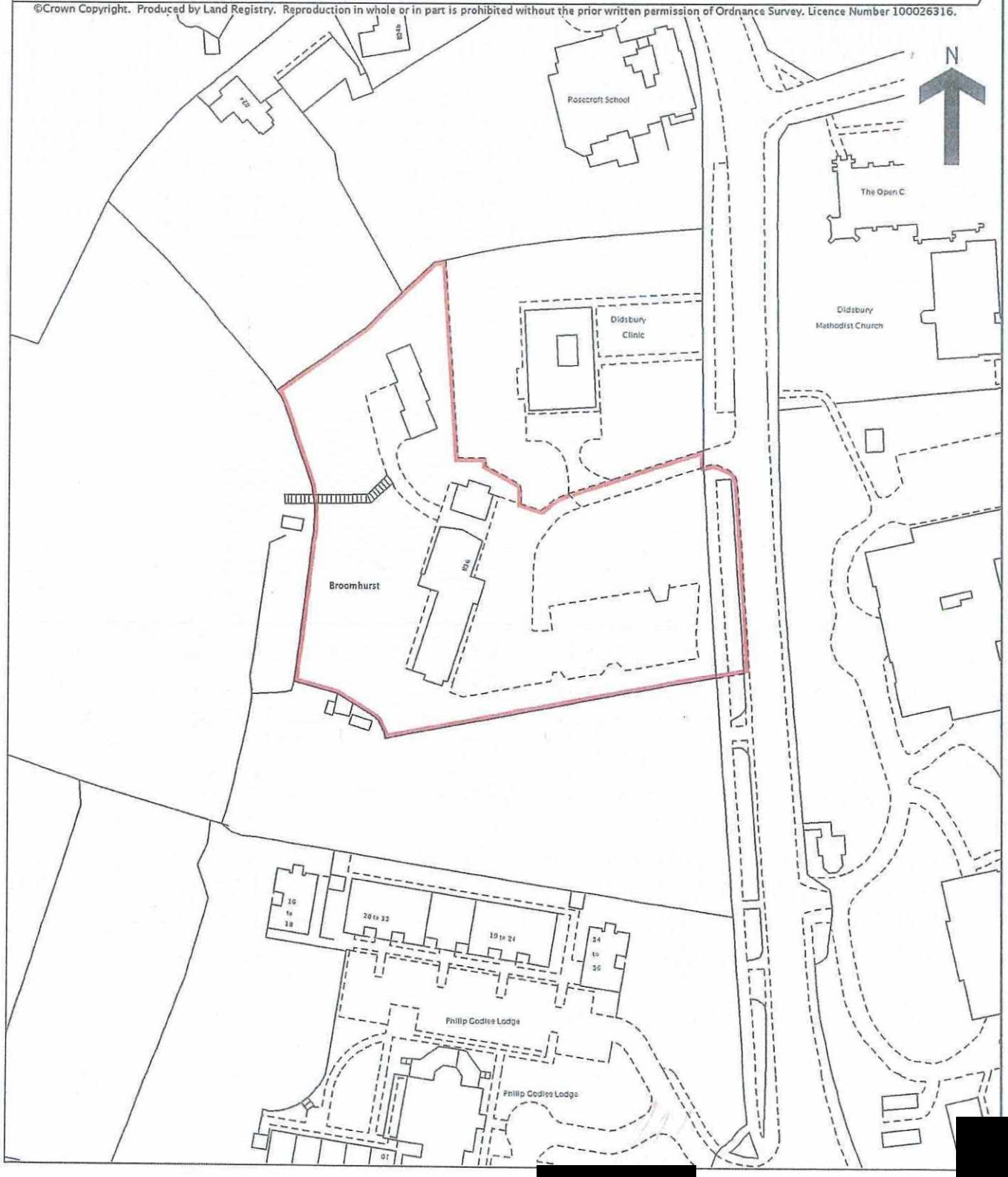
www.pjlivesey-group.co.uk

Plan 2

Land Registry Official copy of title plan

Title number **GM626324**
Ordnance Survey map reference **SJ8490NE**
Scale **1:1250**
Administrative area **Greater Manchester : Manchester**

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Plan 3

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H. M. LAND REGISTRY

© NATIONAL GRID PLAN SJ 8490 SECTION C (EXTRACT)

GREATER MANCHESTER

MANCHESTER DISTRICT Scale 1/1250



[redacted]

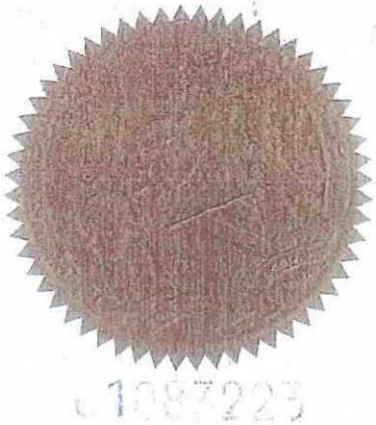
TITLE No. GM603009

BH

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

[redacted]

Authorised Signatory



THE COMMON SEAL OF THE MANCHESTER METROPOLITAN UNIVERSITY EDUCATION CORPORATION was affixed to this Deed in the presence of:-



Authorised Signatory

[redacted]

EXECUTED as a Deed by PJ LIVESEY LIVING SPACE LIMITED acting by

Director [redacted]

Director/Secretary [redacted]

Appendix 4

Draft Fifth Planning Permission and Sixth Planning Permission

MANCHESTER CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Mr Richard Lawrence
PJ Livesey Holdings Ltd ~~& The University of Sheffield~~
Ashburton Park West
Beacon Road
Manchester
M17 1AF

Agent (if used)

Part 1 – Particulars of the application/development

Proposal: Variation of condition number 4 (Highways) from planning permission referenced 131722/JO/2021

Location. Former Manchester Metropolitan University Didsbury Campus , Manchester, M20 2RW

Date of application: 23 December 2024

Application number: 141193/JO/2024

Part 2 – Particulars of decision

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

Article 35 Declaration

The application has been dealt with in a positive and proactive manner, the applicant has been provided with updates through the course of dealing with the application.

Condition(s) attached to this decision

1) The development hereby approved shall be carried out in accordance with the following drawings and documents.
Drawings:
Indicative Site Plan, 14172 (PL) 001 D 02.04.2015
Indicative Zonal Site Plan, 14172 (PL) 500 E,
Indicative Floor Plans, 14172 (PL) 110 A,
Existing & Proposed Sections, 14172 (PL) 130 A, All received on the 9th April 2015

Joint Site Location Plan, 105-00-0100,
Location Plan for Main Campus, 105-00-0101-A,
Location Plan for Broomhurst Halls, 105-00-0102-A,

Demolition Plan for Main Campus, 105-00-1002-A,
Demolition Plan for Broomhurst Halls, 105-00-1003-B,
Proposed Access Arrangement Primary Education Expansion Site, 1421/10 Rev A prepared by Ashley Helme,
All received on the 9th April 2015

Proposed Site Access Arrangements, 1421/01 Rev C, Ashley Helme received on the 19th June 2015

Phasing Plan, 105-00-6003-E
All received on the 17th July 2015

Street Scene- Wilmslow Road 1, 14035 (PL) 137,
Street Scene- Stenner Mews, 14035 (PL) 139,
Street Scene- Sandhurst Road, 14035 (PL) 143,
All received on the 9th July 2015
Street Scene- Wilmslow Road 2, 14035 (PL) 144 A, received 03.07.2015
Type E , 14035 (PL) 105 , Type Ev , 14035 (PL) 106, Type H, 14035 (PL) 108 , Type Hv, 14035 (PL) 109,Type J, 14035 (P L) 110, Type Jv, 14035 (PL) 111, Type M , 14035 (P L) 112 A, Type N, 14035 (PL) 160, Type P , 14035 (P L) 113 , Type R , 14035 (P L) 115,
Type Rv , 14035 (P L) 116, Type S , 14035 (PL) 117 , Type T , 14035 (PL) 118 , Type Tv , 14035 (PL) 119 , Type W , 14035 (PL) 124 ,
New Build Apartments Elevations, 14035 (PL) 129, New Build Apartments Basement and Ground Floor Plan, 14035 (PL) 130; New Build Apartments First and Second Floor Plan, 14035 (PL) 131; New Build Apartments Third Floor and Roof Plan, 14035 (PL) 132, New Build Apartments Proposed Section, 14035 (PL) 133; 801 and 803 Wilmslow Road 14035 (PL) 135, All received on the 9th April 2015

Type Wv , 14035 (PL) 125 A, Type X, 14035 (PL) 126 A, Type Xv , 14035 (PL) 127 A, Type Y, 14035 (PL) 148, Type Yv, 14035 (PL) 149,
All received on the 3rd July 2015

Chapel Basement Demo, 105-00-1021; Chapel Ground floor Demo, 105-00-1022, Chapel First floor Demo, 105-00-1023, Chapel Second loor Demo, 105-00-1024; Chapel Proposed Basement, 105-00-1025; Chapel Proposed Ground Floor, 105-00-1026, Chapel Proposed Roof Plan, 105-00-1029; Chapel Proposed sections, 105-00-1031;Chapel Proposed Boiler Flue Strategy, 105-00-1032;Chapel Penthouses details, 105-00-1033;Chapel Details section, 105-00-1034; Chapel Details Section, 105-00-1035; Proposed Elevations and Floor Plans (801-803), 14035 (PL) 135; All received on the 9th April 2015

Chapel Proposed First Floor, 105-00-1027 Rev A; Chapel Proposed Second Floor, 105-00-1028 Rev A; Chapel Proposed elevations, 105-00-1030 Rev A, Proposed Plans (Lodge/Gate House), 105-00-1038 Rev A, Proposed Elevations (Lodge/Gate House), 105-00-1039 Rev A,
All received on the 15th July 2015

105-00-1009-D-Admin Building Proposed Plans-Basement, 105-00-1010-G-Admin Building Proposed Plans-Ground Floor; 105-00-1011-E-Admin Building Proposed Plans-First Floor; 105-00-1012-E-Admin Building Proposed Plans-Second Floor; 105-00-1013-D-Admin Building Proposed Plans-Roof, 105-00-1014-C-Admin Building-Elevations 1;105-00-1015-D-Admin Building-Elevations 2,105-00-1036-D-Admin Building-Courtyard Elevations 1;105-00-1037-D-Admin Building-Courtyard Elevations 2

MMU-C18 New Build Materials Rev 1.1; 105-00-4009-E-Proposed Car Park Wall & Bin Store; 105-00-4007-F -Main Entrance Gates;105-Sheds; ME192-75_stonemasons detail; Proposed main entrance signs_revised040716amend; Proposed main entrance signs_steel letters_REVISED, 105-00-1045-A-Admin Elevations with fences, 105-00-4025-B-Admin Landscaping; 105-00-1045-A-Admin Elevations with fences; 105-00-4025-B-Admin Landscaping; 105-00-1056-Basement Plan Historical Audit; 105-00-1057-Ground Floor Historical Audit, 105-00-1058-First & Second Floor Plans Historical Audit; 105-01-2204-D-Basement Demolition Plan, 105-01-2205-F-Demo Plan GF, 105-01-2206-E-First Floor Demolition Plan, 105-01-2207-E-Second Floor Demolition Plan, 105-01-2743-A-Admin Garden Sections; 105-01-2735-Proposed Entrance details Plots 16A and 17; All received 2nd August 2016

105-01 2728b Proposed Courtyard Entrance Door Canopy Details received by the local planning authority on the 11th October 2016

Tower Close Landscape Proposals, 14181-Sktech-01, received on the 3rd July 2015

Indicative Site Plan 14172 (PL) 001 D, Indicative Zonal Site Plan 14172 (PL) 500 E; Indicative Floor Plans 14172 (PL) 110 A,
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(03)001P-PROPOSED LOWER GROUND TYPE U, (03)002S-PROPOSED GROUND FLOOR PLAN, (03)003N-PROPOSED FIRST FLOOR PLAN,
(03)004E-PROPOSED ROOF PLAN; as received by email on the 16th January 2016

105-00-1051-Type U-Street scene, A4 Trenching Operations , 12313 - 900 - External works T4; 12313 - 500 - Drainage GA T7; 105-01-1053-Chapel Bin Refuse, 105-01-1052-A-Admin Bin Refuse Strategy; As received on the 14th April 2016

105-00-1001-B-Site Plan; (03)010F-PROPOSED 0F FLOOR PLAN TYPE A-Plots 1 and 26; (03)011F-PROPOSED 1F FLOOR PLAN TYPE A-Plots 1and 26; (03)012F-PROPOSED 2F FLOOR PLAN TYPE A-Plots 1and 26; (03)014 GF + 1F Plans- Type AV Plots 4 and 9; (03)015 2F + Roof Plans - Type AV Plots 4 and 9, (03)211D-PROPOSED FRONT ELEVATION TYPE A-Plots 1 and 26; (03)212C-PROPOSED SIDE ELEVATION TYPE A-Plots 1 and 26, (03)213D-PROPOSED REAR ELEVATION TYPE A-Plots 1 and 26, (03)214D-PROPOSED SIDE ELEVATION TYPE A-Plots 1 and 26; (03)215 Type Av Front & Side Plots 4 and 9, (03)216 Type Av Rear & Side Elev Plots 4 and 9; 105-B1-2301 Type B1 Ground and First, 105-B1-2302 Type B1 Second and Roof; 105-B1-2601C-Type B1 Eles; 105-Bv1-2301 Type Bv1 Ground and First; 105-Bv1-2302 Type Bv1 Second and Roof; 105-Bv1-2602B Type Bv1 Eles; 105-B2-2301 Type B2 Ground and First; 105-B2-2302 Type B2 Second; 105-B2-2603A Type B2 Eles, 105-Bv2-2301 Type Bv2 Ground and First, 105-Bv2-2302 Type Bv2 Second and Roof; 105-Bv2-2604 Type Bv2 Elevations, 105-04-2105-Type F Plans-Plot 28, 105-04-2605-Type F Elevations-Plot 28; 105-Q-2107-A-Type Q-GA Plans-Plot 6; 105-Q-2601-B-Type Q-Elevations-Plot 6; (03)201J-FRONT ELEVATION (10-17); (03)202K-SIDE ELEVATION U (12 14 16), (03)203L-REAR ELEVATION (10-17), (03)204K Side Elevation Uv (11 13 15); (03)205J Side Elevation U (Plot 10); (03)206J Side Elevation Uv (Plot 17); Received by the local planning authority on the 14th April 2016

11083_PL001 Rev C MMU Landscape Proposals; 11083_PL003 Rev C MMU Hard Landscaping , 11083_PL002 MMU Rev D Soft Landscaping
All prepared by Urban Green and received via email on the 24th November 2016

105-00 4005-O 'Site Plan showing Street Lighting as received by the City Council as local planning authority on the 19th September 2024

Documents
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Statement of Community Involvement both prepared HOW Planning
Environmental Statement as amended
Design and Access Statement prepared by Calderpeel
Transport Assessment prepared by Ashley Helme
Landscape Management and Maintenance Plan prepared by Ryder Landscape
Energy Statement;
Sustainability Statement,
Waste Management Strategy & Green Materials Policy all prepared by The Energy Council
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Phase 1 Desk Study Report for Main Campus
Phase 2 Ground Engineering Report (Main Campus)
Addition Contamination Hotspot Investigations (Main Campus)
Ground Gas Addendum Letter (Main Campus)
Phase 1 Desk Study Report for Broomhurst all prepared by Remedios Ltd
Didsbury Sports Needs Assessment. Indoor Sports Halls and Health & Fitness Suites;
Sports Needs Assessment Didsbury Sports Hall· Tennis Courts both prepared by DTZ
All received 10th April 2015
Archaeological Mitigation Study for MMU Didsbury campus Wilmslow Road For CgMs Consulting - Pascal Eloy Technical Report - Daylighting Analysis MMU Campus Site, Didsbury, Manchester prepared by the Energy Council Reference 81215.1A Update to Noise Impact Assessment and Mitigation Strategy ref. UK 6255342/170615/RC2 dated 17th June 2015
All received on the 23rd June 2015

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10768 Arboricultural Report AIA & AMS- September 2016
Installation of Utilities within the RPA of Trees (contractors note) prepared by Urban Green as received on the 16th August 2016

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 and policy JP-H3 of Places for Everyone joint development plan document.

2) The development of the residential units as identified as plots 1 to 43 (but excluding plot 18) on plan reference 105-00 1001-B shall incorporate the scheme for the storage

and disposal of waste as set out within the Waste Management Strategy prepared by the Energy Council received by the City Council as local planning authority on the 10th April 2015.

Reason - In the interests of public health pursuant to policy DM1 of the Core Strategy

3) The storage and disposal of refuse for the residential units within the Admin and Chapel Apartment buildings as identified on plan reference 105-00 1001-B shall be undertaken in accordance with the approved plans and documents The approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation

Reason - In the interests of amenity and public health pursuant to policy DM1 of the Core Strategy.

4) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extensions or additional development other than those hereby approved shall be erected under Part 1, Classes A (extensions), B (alterations to the roof) and E (outbuildings) nor under Part 2, Class A (Gates, fences, walls) of the Order without the prior written express consent of the City Council as Local Planning Authority.

Reason - Alterations to the proposed development could have an adverse impact on the visual amenity of the area and the setting of on site and adjacent Listed Buildings and the privacy of adjoining properties contrary to the provisions of Core Strategy policy DM1 and EN3 and Places for Everyone policy JP-P2

5) The access road between number 1 Didsbury Park and 813A Wilmslow Road as indicated on the proposed site plan reference 105-00 1001- B, shall only be used as vehicular access for emergency vehicles into the site and shall not be open to general vehicular traffic associated with the hereby approved development. The approved methods to preclude general vehicular access as received by the City Council as local planning authority on the 22nd November 2017 in connection with condition discharge approval reference CDN/17/0728 shall be retained in situ whilst the site is in use.

Reason - To protect the amenity and living conditions of adjacent residential property from the comings and goings associated with a general vehicular access into the site pursuant to policy DM1 of the Core Strategy.

6) The windows in the first floor ensuite window on the rear elevation of plot number 40N and side windows of plot 26 facing plot 17 as identified on plan reference 105-00 1001-B shall be obscure glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and shall remain so in perpetuity.

Reason - To protect the amenity and living conditions of adjacent residential property from overlooking or perceived overlooking and in accordance with policies SP1 and DM1 of the Core Strategy.

7) The external lighting scheme hereby approved as shown on drawing reference 105-00 4005-O 'Site Plan showing Street Lighting' shall be installed and be operational within 3 months of the date of this decision.

Reason - To ensure the safety and security of occupiers of the site pursuant to policy DM1 of the Core Strategy.

8) Within three months of this decision a scheme for acoustically insulating the proposed residential accommodation against traffic noise from Wilmslow Road shall be submitted to and approved in writing by the City Council as local planning authority. The approved noise insulation scheme shall be completed within a timescale that has been previously agreed in writing by the City Council as local planning authority.

Reason: To secure a reduction in noise from traffic and other adjacent noise sources in order to protect future residents from noise disturbance pursuant to policy DM1 of the Core Strategy.

9) Within three months of the date of this decision a scheme for acoustically insulating the residential dwellinghouses on plots 10 to 17, as identified on the proposed site plan reference 105-00 1001- B, against noise from Number 11 Didsbury Park Hotel shall be submitted to and approved in writing by the City Council as local planning authority. The approved noise insulation scheme shall be completed within a timescale that has been previously agreed in writing by the City Council as local planning authority.

Reason - To secure a reduction in noise from outdoor activities associated with the Hotel in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

Informatives

Building Regulations 2010
This permission does not grant approval under Building Regulations.

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

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

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

You can apply online at the following address:
http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

DRAFT DECISION

Date:

Notes

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

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

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

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

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

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

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

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

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

MANCHESTER CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Mr Richard Lawrence
PJ Livesey
Ashburton Park West
Beacon Road
Manchester
M17 1AF

Agent (if used)

Part 1 – Particulars of the application/development

Proposal: Variation of conditions 2 (land contamination) and 15 (external lighting) and from planning approval reference 131722/JO/2021 to allow for an amended external lighting scheme at the site and to provide contaminated land reports associated with the development.

Location Former Manchester Metropolitan University, Didsbury Campus, 799 Wilmslow Road, Manchester, M20 2RW

Date of application 27 September 2024

Application number. 141098/JO/2024

Part 2 – Particulars of decision

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

Article 35 Declaration

The application has been dealt with in a positive and proactive manner Further information was requested from the applicant, and this has been provided in order to issue a positive decision

Condition(s) attached to this decision

1) 1) The development hereby approved shall be carried out in accordance with the following drawings and documents.
Drawings:
Indicative Site Plan, 14172 (PL) 001 D 02.04.2015
Indicative Zonal Site Plan, 14172 (PL) 500 E,
Indicative Floor Plans, 14172 (PL) 110 A,
Existing & Proposed Sections, 14172 (PL) 130 A, All received on the 9th April 2015

Joint Site Location Plan, 105-00-0100,
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3) The storage and disposal of refuse for the residential units within the Admin and Chapel Apartment buildings as identified on plan reference 105-00 1001-B shall be undertaken in accordance with the approved plans and documents The approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - In the interests of amenity and public health pursuant to policy DM1 of the Core Strategy

4) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no extensions or additional development other than those hereby approved shall be erected under Part 1, Classes A (extensions), B (alterations to the roof) and E (outbuildings) nor under Part 2, Class A (Gates, fences, walls) of the Order without the prior written express consent of the City Council as Local Planning Authority.

Reason - Alterations to the proposed development could have an adverse impact on the visual amenity of the area and the setting of on site and adjacent Listed Buildings and the privacy of adjoining properties contrary to the provisions of Core Strategy policy DM1 and EN3 and Places for Everyone joint development plan policy JP-P2.

5) The access road between number 1 Didsbury Park and 813A Wilmslow Road as indicated on the proposed site plan reference 105-00 1001- B, shall only be used as vehicular access for emergency vehicles into the site and shall not be open to general vehicular traffic associated with the hereby approved development. The approved methods to preclude general vehicular access as received by the City Council as local planning authority on the 22nd November 2017 in connection with condition discharge approval reference CDN/17/0728 shall be retained in situ whilst the site is in use.

Reason - To protect the amenity and living conditions of adjacent residential property from the comings and goings associated with a general vehicular access into the site pursuant to policy DM1 of the Core Strategy

6) The windows in the first floor ensuite window on the rear elevation of plot number 40N and side windows of plot 26 facing plot 17 as identified on plan reference 105-00 1001-B shall be obscure glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and shall remain so in perpetuity.

Reason - To protect the amenity and living conditions of adjacent residential property from overlooking or perceived overlooking and in accordance with policies SP1 and DM1 of the Core Strategy.

7) The external lighting scheme hereby approved as shown on drawing reference 105-00 4005-O 'Site Plan showing Street Lighting' shall be installed and be operational within 3 months of the date of this decision.

Reason - To ensure the safety and security of occupiers of the site pursuant to policy DM1 of the Core Strategy.

8) Within three months of this decision a scheme for acoustically insulating the proposed residential accommodation against traffic noise from Wilmslow Road shall be submitted to and approved in writing by the City Council as local planning authority. The approved noise insulation scheme shall be completed within a timescale that has been previously agreed in writing by the City Council as local planning authority.

Reason: To secure a reduction in noise from traffic and other adjacent noise sources in order to protect future residents from noise disturbance pursuant to policy DM1 of the Core Strategy.

9) Within three months of the date of this decision a scheme for acoustically insulating the residential dwellinghouses on plots 10 to 17, as identified on the proposed site plan reference 105-00 1001- B, against noise from Number 11 Didsbury Park Hotel shall be submitted to and approved in writing by the City Council as local planning authority. The approved noise insulation scheme shall be completed within a timescale that has been previously agreed in writing by the City Council as local planning authority.

Reason - To secure a reduction in noise from outdoor activities associated with the Hotel in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

Informatives

Building Regulations 2010
This permission does not grant approval under Building Regulations.

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

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

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

You can apply online at the following address:
http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

DRAFT DECISION

Date

Notes

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

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

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

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

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

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

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

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

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

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

[redacted]

01131117

AUTHORISED SIGNATORY

EXECUTED AS A DEED by **P J LIVESEY LIVING SPACE LIMITED** acting by a director

DIRECTOR

Signature: ... [redacted] .....

Name (in block capitals) GEORGINA LYNCH .....

IN THE PRESE [redacted]

Signature:

Name: (in block capitals) CRAIG LYNCH

Address: PJ Livesey, unit 4 Edward Court, WA14 5GL
+ Orchard End Kingsley Road Frodsham