DATED 17th October 2025

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

FUSION MANCHESTER DEVCO LIMITED

A G R E E M E N T

made under Section 278 of the Highways Act 1980

relating to highway works

at Chester Road and Deansgate South, Manchester, M3 4LB

City Solicitor

Town Hall

Manchester

M60 2LA

Ref: L/BH/HIG003/84065

THIS AGREEMENT is made the 17th day of October 2025

BETWEEN

(1) THE COUNCIL OF THE CITY OF MANCHESTER of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA ("the Council")

(2) FUSION MANCHESTER DEVCO LIMITED (Company Registration No. 12800157) whose registered office is situated at 35 Ballards Lane, London, N3 1XW ("the Developer")

Recitals

1.1 The Council is the local highway authority with statutory responsibility for all public highways within its jurisdiction including the Public Highway

1.2 The Council is satisfied that the carrying out of Highway Works will be of benefit to the public.

1 3 The Developer has paid to the Council the Cash Bond to be held and used by the Council in accordance with Clauses 16, 17 and 18 of this Agreement

1.4 The Developer has paid to the Council that part of the Commuted Sum referred to in clause 2 1 6.1

1.5 The Developer proposes to undertake the Development in accordance with the Planning Permission and to undertake the Highway Works as agent for the Council as far as this agreement is concerned for the purpose of section 278 of the Act

2. INTERPRETATION

2.1 In this agreement unless the context otherwise requires or admits the following terms and expressions shall have the meanings specified:

2.1 1 "Act" means the Highways Act 1980 (as amended) and any statutory modification on re-enactment of the same;

2.1.1 "Advance Warning Signs" means public information signs that give advance notice to highway users of the commencement of the Highway Works (or any part) or that communicates other relevant information]

2.1.2 "Agreement Plan" means the drawing numbered 20047-140 Revision K attached to this agreement and signed by or on behalf of the parties or such other plans as may be approved from time to time by the Council either as amendments to the Agreement Plan or as part of the detailed design for the Highway Works

2 1 3 "Cash Bond" means the sum of One hundred and Thirty Three thousand Eight hundred pounds and Sixty Nine pence (£103,800.69) being the amount which is in the opinion of the Proper Officer the cost of carrying out the Highway Works

2 1 4 "CDM Regulations" means the Construction (Design and Management) Regulations 2015

2.1.5 "Client" means the client as defined by the CDM Regulations

2 1 6 "Commuted Sum" means the amount of two hundred thousand two hundred and five pounds and seventy pence (£210,205.70) plus VAT (if applicable) on that sum calculated to reflect the additional maintenance costs attributable to the Works for a period of thirty (30) years calculated from the date of expiry of the Maintenance Period. The Commuted Sum is made up of.

2 1.6 1 One hundred and twenty thousand pounds (£120,000) due to the loss of three pay and display bays (which for the avoidance of doubt has already been paid to the Council by the Developer),

2.1.6.2 Fifty five thousand seven hundred and five pounds and seventy pence (£55,705 70) due to the use of non standard materials; and

2.1.6.3 Twenty four thousand five hundred pounds (£24,500) in respect of seven trees

2 1 6 4 Ten thousand pounds (£10,000) towards the maintenance of an existing walking route to Manchester University

2.1.7 "Completion Certificate" means the certificate to be issued on satisfactory completion of the Highway Works in accordance with clause 6

2.1.8 "Contractor" means the Contractor appointed by the Developer (as applicable) as the principal contractor under the CDM Regulations to carry out the Highway Works or any contractor that may replace the Contractor

2 1 9 "Council's Cost" means all administrative and other reasonable fees or establishment charges of the Council in connection with the Highway Works incurred or to be incurred up until the issue of the Final Certificate, including but not limited to

2.1.9 1 the Engineer's Fee;

2.1 9.2 Design Works,

2 1 9.3 all legal, administrative and construction costs incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new or revocation and amendment of existing Traffic Regulation Orders arising as a consequence of the Highway Works,

2.1.9.4 all costs and expenses incurred in complying with the CDM

Regulations insulating buildings against noise or in satisfying claims made under the noise abatement legislation and/or the Land Compensation Act 1973 Part 1 in connection with the Highway Works in accordance with clause 14 2

2.1.10 "Design Works" means undertaking a feasibility study and preparing the detailed highway design including if appropriate the lighting design and the Specification all such work to be undertaken by the Developer and approved separately by the Proper Officer prior to commencement of the Highway Works

2.1.11 "Development" means the erection of a 28 storey purpose built student accommodation (Sui Generis) as permitted by the Planning Permission

2.1 12 "Drawing Schedule" means the schedule of detailed drawings relating to the Highway Works as more particularly itemised in the Second Schedule of this agreement

2 1 13 "Due Date" is the date when a payment is due in accordance with the terms and conditions of this agreement

2 1 14 "Engineer's Fee" means the sum of £28,291 (twenty eight thousand two hundred and ninety one pounds) which has been paid in full subject to any supplemental Engineer's Fee that may be payable in accordance with the provisions of clause 23

2.1 15 "Final Certificate" means the certificate issued by the Proper Officer to the Developer following the expiry of the Maintenance Period in accordance with clause 8

2.1.16 "Further Works" means those works as may be specified in accordance with clause 8.2.2 prior to issue of the Final Certificate

2 1 17 "Health and Safety File" means the file or other permanent record containing the information required by the CDM Regulations

2 1 18 "Highway Works" means the highway improvement works described generally in the First Schedule, as shown in principle on the Agreement Plan and any detailed design subsequently approved by the Council in accordance with this agreement

2 1.19 "Interest" means the interest at the rate of 4% per annum above the base rate from time to time of Barclays Bank PLC

2 1 20 "Latent Defect" means a defect in the Highway Works which is not detectable prior to the issue of the Final Certificate

2 1 21 "Maintenance Period" means a minimum period of twelve (12) calendar months (Excepting That in circumstances where the Highway Works include soft landscaping or tree planting the Maintenance Period shall be extended to twenty four (24) months) from the date of issue of the Completion Certificate or, if the construction vehicles continue to travel along the Public Highway, such longer period as the Proper Officer may reasonably determine unless at the end of that period the Proper Officer forms the view that the Final Certificate cannot be issued on the basis that the Further Works have not been completed in accordance with this agreement in which case the Maintenance Period shall include such further period as shall elapse until the issue of the Final Certificate

2 1.22 "Planning Permission" shall mean the planning permission issued by Manchester City Council on 4 June 2021 with reference number 129406/FO/2021

2.1.23 "Programme" means the period for completion of the Highway Works as

defined in clause 6.3

2.1.24 "Professional Negligence Indemnity Insurance Policy" shall mean an insurance policy in place for a minimum of six years from the date of this Agreement with an insurance company regulated and registered with the Association of British Insurers for a sum of not less than £5,000,000 in respect of any single claim, the number of claims being unlimited, in the Developer's or the Contractor's name to cover financial loss, personal injury, claims relating to the death of any person arising from the negligence of the Developer or the Contractor in the execution and use of the Highway Works

2.1.25 "Proper Officer" means the person for the time being appointed by the Council for the purposes of this agreement or of any provision contained herein

2 1.26 "Public Highway" means those parts of Chester Road and Deansgate South that are maintainable at the public expense as more particularly shown located within the red edging on the Agreement Plan on which the Highway Works are proposed to be carried out including all footpaths, Street Furniture, verges, service strips, service margins, vehicular crossings and road surface water drainage systems (if any) and all other things ancillary thereto and more particularly means the areas shown affected in the Agreement Plan by the markings and symbols detailed in the Keys to that Agreement Plan and as shown on that plan itself

2 1.27 "Public Liability Insurance Policy" shall mean an insurance policy with an insurance company regulated and registered with the Association of

British Insurers for a sum of not less than £10,000,000 in respect of any single claim, the number of claims being unlimited, in the Developer's or the Contractor's name to cover claims for injury to, or death of, any person or loss or damage to any real or personal property arising out of the execution and use of the Highway Works

2.1 28 "Road Safety Audits" shall mean the audits of the Highway Works to be carried out in accordance with the Department for Transport Road Traffic Audit Standard DMRB GG 119

2 1 29 "Road Safety Audit report" shall mean the report to be prepared by the Safety Auditor following the carrying out of the Road Safety Audits

2.1 30 "RSA3" shall mean a Stage 3 Road Safety Audit report relating to the completed Highway Works to be carried out prior to issue of the Completion Certificate

2 1.31 "RSA4" shall mean a Stage 4 Road Safety Audit report relating to the completed Highway Works to be carried out 12 months following the issue of the Completion Certificate

2.1.32 "Safety Auditor" shall mean an independent and suitably qualified highway or traffic engineer appointed by the Developer at the Developer's expense to carry out the Road Safety Audits such appointment having been previously approved in writing by the Proper Officer

2.1.33 "Specification" shall mean the publication entitled "Specification for Highway Works" published by the Stationery Office as Volume 1 of the Manual of Contract Document for Highway Works as modified and extended by the latest edition of the publication entitled "Roads for

Adoption a Guide for Developers" and by the Council's Standard Detail Drawing and those drawings submitted by or on behalf of the Developer and subsequently approved in writing by the Proper Officer

2.1 34 "Standard Detail Drawings" shall mean the set of drawings prepared by the Council and available from the Council which detail how works forming the Highway Works should be carried out to be complied with in addition to any other applicable requirements detailed or referred to in this agreement unless any variation from the Standard Detail Drawings has been agreed in writing by the Proper Officer

2.1.35 "Statutory Undertaker" shall mean a statutory undertaker as defined in section 329(1) of the Act

2 1 36 "Street Furniture" shall mean all types of street furniture including (but not limited to) the bollards, fencing, street lighting, traffic lights and illuminated traffic signs installed or to be installed as part of the Highway Works

2 1 37 "Traffic Regulation Order" shall mean any temporary or permanent order required to commence and carry out the construction of the Highway Works pursuant to the Road Traffic Regulation Act 1984 including any amendment required to an existing order

2 1.38 "VAT" shall mean the value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax

2.1.39 "Working Day" shall mean any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales

2.2 The First Schedule and Second Schedule form part of this agreement and shall have effect as if set out in full in the body of this agreement Any reference to this agreement includes the First Schedule and Second Schedule

2 3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

2 4 A reference to any party shall include that party's personal representatives and successors and in the case of the Council the successors to their respective statutory functions.

2 5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time

2.6 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision

2.7 Where any approval or agreement of the Council is required pursuant to this agreement, such approval or agreement shall be in writing.

2 8 A reference to this agreement or to any other agreement or document referred to in this agreement is a reference to this agreement or such other document or agreement as varied or novated (in each case, other than in breach of the provisions of this agreement from time to time

2.9 References to clause numbers are to the relevant clauses of this agreement and references to paragraphs are to paragraphs of the relevant Schedule

2 10 Words in the singular include the plural and vice versa and words importing one gender include any gender

2 11 The clause headings are for reference only and shall not affect the construction hereof

3. STATUTORY PROVISIONS

3 1 This agreement is made as a deed under section 278 of the Act, section 33 of the Local Government (Miscellaneous Provisions) Act 1982, section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and any other power or authority thereby enabling.

3.2 The Council gives the Developer and all those authorised by the Developer licence to enter the Public Highway with or without workmen, plant and machinery to enable the Developer to comply with its obligations in this agreement Subject to the terms of this agreement, the Council agrees that the Developer is permitted to break open the surface of the Public Highway to the extent reasonably necessary for the carrying out of the Highway Works (subject to making good any damage).

4. DEVELOPER'S OBLIGATIONS

4 1 The Developer has paid the Engineer's Fee in advance of this agreement the receipt of which the Council hereby acknowledges

Pre-commencement obligations

4 2 1 The Developer shall obtain the written approval of the Proper Officer for the detailed design for the Highway Works and the Specification prior to undertaking the Highway Works

4.2 2 The Developer shall obtain any amendments required to existing Traffic Regulation Orders or the completion of new Traffic Regulation Orders arising as a consequence of the Highway Works.

4 3 Prior to commencing the Highway Works or before completing this Agreement, whichever is earlier, the Developer, or if applicable the Developer shall procure that its Contractor, shall provide to the Council details of a Public Liability Insurance Policy and Professional Negligence Indemnity Insurance Policy in accordance with clause 15

4 4 The Developer shall install the Advance Warning Signs in such locations as the Proper Officer advises and to the Proper Officer's satisfaction.

Ongoing obligations

4.5 The Developer covenants with the Council to construct and complete the Highway Works in accordance with the terms of this agreement and the Design Works.

4 6 The Developer covenants to pay to the Council within 10 Working Days of written demand, if applicable

4 6 1 Other than in respect of the Engineer's Fee referred to in clause 23 of this agreement any outstanding amount being part of the Council's Cost, on a monthly basis or as otherwise agreed between the Council and the Proper Officer,

4 6 2 Any costs associated with diversions or protection of statutory undertakers' equipment if necessary for the Highway Works' completion; and

4.6.3 all legal, administrative and construction costs incurred or to be incurred by the Council in connection with any amendments required to existing Traffic Regulation Orders or the promotion of new Traffic Regulation Orders arising as a consequence of the Highway Works

4 7 The Developer covenants to pay the Council's legal costs and disbursements in connection with the preparation and completion of this agreement on the date of this agreement.

4 8 Receipt by the Council being the Highway Authority of the Council's Cost or the legal costs or any other amounts (or any part thereof) referred to in clauses 4.6 and 4 7 shall not be deemed to create any contractual relationship between the Council and the Developer nor absolve the Developer from any liability or obligation imposed upon it by the terms of this agreement or by statute or at common law and the Council shall not be liable for any loss damage or injury which the Developer may sustain by reason of insufficient or faulty inspection of the Highway Works by the Proper Officer

4 9 The Developer shall not interfere with the free flow of traffic on the existing highway or in any way obstruct the Public Highway without the express written permission of the Proper Officer and the bringing into force of any necessary Traffic Regulation Order

4.10 The Developer shall.

4.10 1 submit to the Council noise readings, supporting information, calculations and any other information or data that the Council may reasonably request for the purposes of ascertaining whether any properties are eligible for an offer of insulation works or a grant to cover the cost of such works pursuant to the Noise Insulation Regulations 1975;

4.10 2 consult with, place orders with and pay any costs to Statutory Undertakers in relation to any works to their mains, services, plant or equipment necessitated by the Highway Works including any works required by the Statutory Undertakers to divert the services to the satisfaction of the Proper Officer; also

consult with Statutory Undertakers about their maintenance schedule on the Public Highway and ensure that this does not conflict with the Developer's Programme for the duration of the construction of the Highway Works and the Maintenance Period to the satisfaction of the Proper Officer, and

4.10 3 provide the Proper Officer the contact details of a representative for the duration of the construction of the Highway Works and the Maintenance Period and a telephone number of such representative which number will be manned on a 24 hour basis in case of emergency; and

4 10 4 apply for any necessary Traffic Regulation Orders which may be required in order for the Highway Works to commence or are required generally in respect of the development as detailed in the definition of Traffic Regulation Order contained in this agreement.

4.12 During construction of the Highway Works, the Developer shall give to the Proper Officer and any other Council officer free access to every part of the Highway Works for the purpose of inspecting the Highway Works and furthermore the Developer shall on request and at its own cost be required to open up or expose any of the Highway Works that have been covered up without previously being inspected by the Proper Officer If the Developer fails to comply with any such request, the Council may take up or expose the relevant part of the Highway Works The Developer shall pay the Council's Cost of such taking up and exposure and the Developer shall make good any taking up and exposure to the satisfaction of the Proper Officer.

5 THE COUNCIL'S OBLIGATIONS

5 1 The Council covenants with the Developer that it will comply with its obligations contained in this agreement PROVIDED THAT in the event that the Developer fails to pay any of the monies due in the agreement at the time they are due, the Proper

Officer will cease to inspect the site or the Highway Works for the purpose of accepting the Highway Works and shall be under no obligation to accept the Highway Works under this agreement

5 2 Following a reasonable request from the Developer in writing and receipt of payment in accordance with clause 4 6 3 the Council shall, as soon as reasonably practicable, commence the statutory process relating to any Traffic Regulation Order required for the Development

5.3 The Council shall disregard this agreement when considering any objections to any Traffic Regulation Order which they may propose to make If any objections are made, the Council shall have no duty or obligation to the Developer by reason of this agreement or otherwise to make the Traffic Regulation Order other than the duty it would have to all persons interested in the Traffic Regulation Order in its capacity as local highway authority

5.4 If there are no objections to any Traffic Regulation Order and the Council resolves to make one or all of the Traffic Regulation Orders, any Traffic Regulation Order shall be made and the statutory formalities completed as soon as reasonably practicable

6 CONSTRUCTION OF THE HIGHWAY WORKS – COMPLETION CERTIFICATE

6.1 The Developer shall, at its own cost, carry out and complete the Highway Works

6 1.1 in a good and workmanlike manner;

6.1.2 using only good quality materials approved by the Proper Officer, and

6 1.3 in accordance with the details approved by the Council prior to commencement of the Highway Works

6 2 During the carrying out of the Highway Works the Developer shall comply with:

6.2.1 the Traffic Signs Regulations and General Directions 2016 and any statutory modification or re-enactment of the same;

6 2 2 any directions of the Police and the Proper Officer in respect of lighting and signing of the Highway Works and any diversion routes; and

6 2 3 if requested by the Proper Officer, the Developer shall remove any existing Street Furniture (if applicable) and relocate or deliver it for local storage.

6 3 The Developer shall complete the Highway Works within twelve months or any other period that may be agreed in writing by the Proper Officer following the date of this agreement ("the Programme")

6 4

6.4 1 Unless 6 4 2 applies and consent to postponement of the RSA3 has been given by the Proper Officer or 6.4.3 applies then before applying for the Completion Certificate the Developer shall immediately upon completion of the Highway Works commission the preparation and completion of an RSA3 in relation to the Highway Works and after providing the result of such RSA3 to the Proper Officer within two (2) weeks of the date of the issuing of the RSA3 the Developer shall fully address, remedy and resolve any issues that are identified by the RSA3 to the entire satisfaction of the Proper Officer and will provide such evidence within eight (8) weeks of the completion of the RSA3 as the Proper Officer may require in order to prove that the Developer has complied with all and any recommendations referred to in the RSA3 to the satisfaction of the Proper Officer,

6 4.2 the Developer may apply to the Proper Officer for their consent to the postponing of the RSA3 until after issue of the Completion Certificate and if consent is given will carry out the RSA3 within eight (8) weeks of the date of issue of the Completion Certificate so that the Safety Auditor can record the movement of traffic following completion of the construction of the Highway

Works. The RSA3 will be subject to scrutiny by the Proper Officer at every stage in accordance with the conditions contained in this agreement and the Developer shall fully address, remedy and resolve any issues that are identified by the RSA3 to the entire satisfaction of the Proper Officer and will provide such evidence within sixteen (16) weeks following the date of the issue of the Completion Certificate as the Proper Officer may require in order to prove that the Developer has complied with all and any recommendations referred to in the RSA3 to the satisfaction of the Proper Officer,

6 4 3 if the Proper Officer prior to the Developer applying for the Completion Certificate recommends to the Developer that the said RSA3 be postponed until after issue of the Completion Certificate the Developer shall carry out the RSA3 within eight (8) weeks of the date of issue of the Completion Certificate so that the Safety Auditor can record the movement of traffic following completion of the construction of the Highway Works. The RSA3 will be subject to scrutiny by the Proper Officer at every stage in accordance with the conditions contained in this agreement and the Developer shall fully address, remedy and resolve any issues that are identified by the RSA3 to the entire satisfaction of the Proper Officer and will provide such evidence within sixteen (16) weeks following the date of the issue of the Completion Certificate as the Proper Officer may require in order to prove that the Developer has complied with all and any recommendations referred to in the RSA3 to the satisfaction of the Proper Officer

6.5 Provided that the Developer has complied with Clause 4 2 2 on completion of the Highway Works to the absolute satisfaction of the Proper Officer in all respects (having regard to any additional works, alterations or amendments which may be required by

virtue of clause 6 4) the Proper Officer shall issue the Completion Certificate to the Developer PROVIDED THAT a RSA3 has been carried out (unless the Developer has applied for consent to postpone the RSA3 in accordance with clause 6 4 2 and consent has been given by the Proper Officer or the provisions of 6 4 3 have been applied by the Proper Officer)

and from the date thereof

6 5.1 the Maintenance Period shall commence to run,

6 5 2 the Highway Works shall become part of the highway open for use by the public at large but shall not be regarded as a highway maintainable at the public expense

7 MAINTENANCE PERIOD

7 1 Throughout the Maintenance Period, the Developer at its own expense and to the satisfaction of the Proper Officer shall:

7.1 1 maintain the Highway Works

8 FINAL CERTIFICATE

After the expiry of the Maintenance Period and subject to the Developer having commissioned, prepared and submitted to the Proper Officer an RSA4 (if required)

8 1 the Developer must apply to the Proper Officer in writing for a Final Certificate.

8.2 Within twenty eight (28) Working Days following receipt of a written application for the issue of a Final Certificate the Proper Officer shall

8.2 1 inspect the Highway Works to which the application relates, and

8 2 2 provide the Developer (where necessary) with a definitive written list of any further works required to be carried out and a timetable for carrying out these works in order to remedy and make good any defect or damage to the Highway Works which may have arisen during the Maintenance Period or any necessary reinstatement works which may have arisen during the

Maintenance Period (including but not limited to any defect in, or damage to, the road surface water drainage system) or any other works reasonably required as a result of the RSA3 and RSA4 (as applicable) ("Further Works").

8.3 The Developer shall carry out any Further Works without delay and at its own cost.

8.4 The Further Works shall be subject to the same inspection procedure detailed in clause 8.2 until such time as the Developer has remedied or made good any such defect or damage to the satisfaction of the Proper Officer

8.5 Within twenty eight (28) Working Days of a satisfactory inspection the Proper Officer shall issue the Final Certificate to the Developer provided that

8.5.1 the Developer has paid to the Council the balance of the Council's Cost in accordance with clause 4.6.1;

8.5.2 the Developer has paid to the Council the balance of the Commuted Sum,

8.5.3 any Further Works have been completed to the satisfaction in all respects of the Proper Officer; and

8.5.4 the Developer has delivered to the Proper Officer

8.5.4.1 a set of drawings in PDF and in CAD format showing to a scale of no less than 1:500 the Highway Works as constructed; and

8.5.4.2 one copy of the Health and Safety File and the final Health and Safety Plan, both in electronic format.

8.6 From the date of the issue of the Final Certificate the Highway Works shall become part of the highway maintainable at public expense.

8.7 On the issue of the Final Certificate, the Council shall release the Developer from all liability under this agreement **SAVE FOR** the Developer's obligation to remedy

any Latent Defect and **SAVE FOR** the indemnity provisions as more particularly referred to in clause 14

9 INTEREST ON PAYMENTS

9 1 If any payment due under any of the provisions of this agreement is not made on or before the Due Date the Developer shall pay to the Council the Interest as at the Due Date for the period starting with the Due Date and ending with the actual date of payment

9 2 The Council shall be under no obligation to place any sums paid to them by the Developer pursuant to this agreement in an account which bears interest on such sums and (without prejudice to Clause 9.1) any sums repaid to the Developer hereunder shall not carry the payment of any interest thereon

10 MINOR ALTERATIONS

10.1 If the Developer wishes to amend the design or revise the proposals for implementation of the Highway Works, it shall submit details in writing to the Council. No amendments or revisions shall be implemented without the prior written approval of the Proper Officer.

10 2 If the Proper Officer considers it necessary and reasonable and notifies the Developer in writing the Developer may be required to incorporate minor alterations or additions to the design or construction of the Highway Works.

10.3 The terms and provisions of this agreement shall apply to any such amended or revised works as they apply to the Highway Works as originally designed.

11 MATERIALS SAMPLING AND TESTING

11 1 The Developer shall, if requested by the Proper Officer, make all necessary arrangements for an independent accredited testing facility, approved by the Council, to test the materials proposed to be used in connection with the Highway

Works. The Developer shall bear the full cost of such testing and give to the Proper Officer, at no expense to the Council, copies of all material testing certificates

11 2 Any material rejected by the Proper Officer, acting reasonably, as a result of the tests carried out shall not be used by the Developer for any of the Highway Works.

12 KEEPING THE HIGHWAY CLEAN AND TIDY

12.1 All roads, footpaths, rights of way and other means of passage that lead to, from or cross the site of the Highway Works and are available for use by the public during the carrying out of the Highway Works shall be kept free from mud or other substances deposited through the construction operations of the Highway Works and any such substance deposited by the Developer shall be promptly removed at no cost to the Council.

12 2 If such substances are not promptly and adequately removed the Council may close any associated crossings, entrances and exits and in the event of there being a danger to highway users may arrange for the substances to be removed by its own employees or contractors and may recover its reasonable and proper costs from the Developer. On removal of the substances the Council shall allow such crossings, entrances and exits to be reopened. Any losses or expenses incurred as a result of these measures shall be borne by the Developer.

12.3 On completion of the Highway Works the Developer shall clear away and remove from the Public Highway all construction plant, surplus material, rubbish and temporary works and leave the site of the Highway Works in a good and workmanlike condition

13 CDM REGULATIONS

13 1 The Developer agrees to undertake all the obligations of a Client and to ensure that the Highway Works are carried out in accordance with the CDM Regulations

13 2 The Developer shall ensure that the Health and Safety File is maintained correctly and is available for inspection in accordance with the CDM Regulations.

13.3 The Developer warrants that it has taken or shall take all reasonable steps to be satisfied that all contractors (including the Contractor, if applicable) engaged on the Highway Works have the skills, knowledge and experience in undertaking the Highway Works and in respect of the CDM Regulations.

13.4 The Developer shall indemnify and keep the Council indemnified against any breach of the Developer's obligations under this clause 13

14 INDEMNITIES

14.1 The Developer shall indemnify the Council against any actions, charges, claims, costs, expenses, losses, damages, demands, liabilities and proceedings arising out of any breach or non-observance by the Developer of its obligations in this agreement or at any time in connection with or incidental to the carrying out or use of the Highway Works (including without limitation any negligent or defective design or construction of the Highway Works)

14 2 The Developer shall indemnify the Council in respect of any claims under Section 10 of the Compulsory Purchase Act 1965, Part I of the Land Compensation Act 1973 and any claims for compensation under the Noise Insulation Regulations 1975 arising out of, in connection with or incidental to, the carrying out of the Highway Works and their subsequent use.

14 3 The indemnity contained in this clause 14 includes.

14.3.1 all fees incurred by claimants which the Council is obliged to pay, and those of

the Council or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);

14 3.2 statutory interest payments to claimants and their professional advisors, and

14 3 3 the Council's reasonable and proper legal costs in making the compensation, fees and interest payments.

15 INSURANCE

15 1 Before commencing the Highway Works or before completing this Agreement, whichever is earlier, the Developer shall provide the Council with a copy of a Public Liability Insurance Policy together with proof that it is in force and any such other information relating to the policy as the Council shall reasonably require or shall procure that the Contractor provides the Council with a copy of a Public Liability Insurance Policy together with proof that it is in force and any such other information relating to the policy as the Council shall reasonably require Provided That for the avoidance of doubt if the Developer is not able to procure that the Contractor obtains and from and including the date that the Highway Works commence until the date of issue of the Final Certificate maintains a Public Liability Insurance Policy then the Developer shall provide the Public Liability Insurance.

15 2 From and including the date that the Highway Works commence until the date of issue of the Final Certificate, the Developer shall maintain the Public Liability Insurance Policy.

15.3 Before commencing the Highway Works or before completing this Agreement, whichever is earlier, the Developer shall provide the Council with a copy of a Professional Negligence Indemnity Insurance Policy together with proof that it is in

force and any such other information relating to the policy as the Council shall reasonably require or shall procure that the Contractor provides the Council with a copy of a Professional Negligence Indemnity Insurance Policy together with proof that it is in force and any such other information relating to the policy as the Council shall reasonably require Provided That for the avoidance of doubt if the Developer is not able to procure that the Contractor obtains and from and including the date that the Highway Works commence until the date of issue of the Final Certificate maintains a Professional Negligence Indemnity Insurance Policy then the Developer shall provide the Professional Negligence Indemnity Insurance Policy

15 4 For a period of at least six years from and including the date that the Highway Works commence the Developer, or if applicable the Developer will procure that the Contractor, shall maintain the Professional Negligence Indemnity Insurance Policy.

16 SECURITY FOR PERFORMANCE OF THE DEVELOPER'S OBLIGATIONS

16.1 The Developer has paid the Cash Bond to the Council the receipt of which the Council hereby acknowledges by way of security against non-completion of the Works and against any default by the Developer of its obligations under the terms of this Agreement.

16 2 The Developer hereby agrees that **Subject To** the requirements of Clause 18 the Council may utilise the Cash Bond (or any part thereof) to cover the Council's fees costs and expenses as more particularly referred to in Clause 18

16.3 On the issue of the

16.3.1 Completion Certificate, the amount of the Cash Bond to be retained by the Council shall be reduced to £26,760 12 (twenty six thousand seven hundred

and sixty pounds and twelve pence) and any surplus shall be repaid to the Developer provided that the amount of any surplus may be reduced or extinguished by the operation of the provisions of clauses 17 and 18 of this agreement;

16 3.2 Final Certificate, any remaining balance, if any, shall be repaid to the Developer.

17 ADDITIONAL BOND COSTS

17 1 It is hereby agreed between the Developer and the Council that in the event of the Developer being unable to undertake the Highway Works in accordance with the Programme or any longer period agreed by the Council the Developer shall

17.1.1 deposit with the Council forthwith when required to do so by the Council an additional bond for an amount to be specified conclusively by the Council as representing the excess of the revised estimated cost of the outstanding works to be carried out under this agreement over the Cash Bond, and

17.1.2 pay forthwith to the Council when required to do so any increase in the Council's Cost resulting directly from the Developer's non-compliance with the Programme

18 POWER TO EXECUTE WORKS IN DEFAULT

Without prejudice to Clauses 16 and 17, if the Developer fails to execute or complete the Highway Works in accordance with the Developer's obligations hereunder the Council shall after not less than twenty (20) Working Days' notice in writing to the Developer be entitled to execute or complete the Highway Works in default by its own employees, servants, workmen, contractors or other duly authorised personnel or otherwise and to recover from the Cash Bond the cost

thereof of all fees, costs and expenses associated with undertaking any such default works as certified by the Proper Officer.

19 NOTICES

Any written notice to be served on the Council shall be delivered or posted to the Proper Officer and any notices to be served on the Developer may be delivered or posted to its registered office.

20 ASSIGNMENT

This agreement shall not be assigned by the Developer and the assignment of this agreement is hereby expressly prohibited PROVIDED THAT the Council being the highway authority agree to consider any request from a proposed assignee for the execution by the proposed assignee (and its surety if required by the Council) of an agreement with the Council on similar terms and conditions to this agreement.

21 EXCLUSION OF THIRD PARTIES

No person other than a party to this agreement and their respective successors shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement

22 HIGHWAY AUTHORITY'S STATUTORY POWERS

Nothing in this agreement shall

22 1 Prevent or restrict the exercise by the Council of its powers under Part XI of the Act or any other statutory powers except that this agreement is intended to be such an agreement as is mentioned in Section 219 sub-section (1) of the Act

22.2 Imply any obligation on the part of the Council to the Developer or to any person to ensure that the Highway Works are properly constructed

22 3 Affect the Council's rights powers duties and obligations in the exercise of its functions as a local authority planning authority or highway authority or in any other capacity whatsoever nor relieve the Developer from the necessity to obtain all such approvals or consents as may from time to time be requisite from the Council in any such capacity as aforesaid

23 ENGINEER'S FEE

23 1 The Engineer's Fee represents an estimate of the Council's highway engineer's costs that will be incurred in respect of the Highway Works

23 2 The Developer has paid the Engineer's Fee to the Council.

23.3 It is hereby agreed between the parties that:-

23.3 1 should the Engineer's Fee be expended before the issue of the Final Certificate then the Developer will pay to the Council within ten (10) Working Days following receipt of a written demand from the Council any supplemental Engineer's Fee representing any costs over and above the Engineer's Fee detailed herein that have been reasonably and properly incurred by the Council, and

23.3 2 the Council will refund to the Developer any unexpended balance of the Engineer's Fee it retains on the date that the Final Certificate is issued within twenty (20) Working Days following the date of the issue of the Final Certificate

24 ARBITRATION

In the event of any dispute arising out of this agreement the same shall be referred to an expert to be appointed by agreement between the parties or failing agreement.

24.1 where the dispute involves the interpretation of the terms of this agreement in

the matter of the parties' rights, liabilities or obligations, by a suitably qualified barrister nominated by the President for the time being of the Law Society,

24 2 where the dispute involves an issue not covered by clause 24 1 by a suitably qualified expert nominated by the President for the time being of the Institution of Civil Engineers

AND in this respect this agreement shall be construed as a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or re-enactment thereof and each party shall bear its own costs of such arbitration (subject to any direction as to or award of costs made by the arbitrator).

25 APPLICABLE JURISDICTION

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

FIRST SCHEDULE

HIGHWAY WORKS

1. The upgrading of footpath materials to Deansgate South and Chester Road
2 The installation of a new uncontrolled crossing point (with tactile paving) at the junction of Chester Road and Deansgate South.
3. The introduction of an accessible car parking bay
4. The introduction of an enterprise car club bay.
5 The introduction of a loading bay

as all of the works referred to above are detailed on the Agreement Plan and in the Design Works and are illustrated in the drawings referred to in the Drawing Schedule.

SECOND SCHEDULE

S278 Agreement – site bounded by Chester Road and Deansgate South, Manchester

Drawing Schedule

Drawing Number	Revision	Drawing Title
20047-140	K	S278 General Arrangement
20047-141		S278 Tree Installation Proposals
20047-142	B	S278 Construction Details

NOTES

GENERAL

1. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS NOTED OTHERWISE.
ALL LEVELS ARE IN METRES UNLESS NOTED OTHERWISE.
2. ALL LEVELS RELATE TO ORDNANCE DATUM UNLESS NOTED OTHERWISE.
3. DO NOT SCALE FROM THIS DRAWING. USE FIGURED DIMENSIONS ONLY.
4. ANY DISCREPANCIES TO BE REPORTED IMMEDIATELY TO THE ENGINEER.
5. THIS DRAWING TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS, SUBCONTRACTORS AND SPECIALISTS DRAWINGS AND SPECIFICATIONS.
6. THIS DRAWING IS COPYRIGHT © PROPERTY OF SHEAR DESIGN LIMITED.

LEGEND

- DEVELOPMENT BOUNDARY
- S278 BOUNDARY
- APPROXIMATE LOCATION OF BRICK ARCHES UNDER BRIDGEWATER VIADUCT
- PLANNING CONDITION 22a LOADING AND PARKING BAYS
- CYCLE ROUTE CARRIAGEWAY, 40mm TARMAC ULTICOLOUR "LEAF GREEN"
- ROUTE OF PROPOSED INFORMAL CROSSING
- TYPE F1 BITMAC RESURFACING
- CARRIAGEWAY RESURFACING (C9)
- EXTENT OF FOOTWAY REINSTATEMENT. SANDSTONE PAVING 50% AT 450mm WIDE, 50% AT 600mm WIDE X 450–900mm LONG X 500mm DEEP, MIXED COLOUR PENNANT IN DIAMOND SAWN FINISH BY HARDSCAPE OSA
- EXTENT OF EXISTING STANDING WATER
- KB — PROPOSED ROAD KERB ROYAL WHITE FLAMED GRANITE 300mm WIDE X 900mm LONG BY HARDSCAPE OSA
- DK — DROPPED KERB (SPEC AS KB)
- BN6 — BULLNOSED KERB WITH 6mm UPSTAND (SPEC AS KB)
- EF — FLUSH EDGING AT BACK OF PUBLIC FOOTWAY TO DEMARCATE LEGAL BOUNDARY
- B — EXISTING BOLLARD TO BE REMOVED AND REPLACED WITH STAINLESS STEEL BOLLARD TO MATCH EXISTING BOLLARDS ON OPPOSITE SIDE OF CARRIAGEWAY
- S — PROPOSED WAITING RESTRICTION SIGN AND POST
- 12.34 — PROPOSED LEVEL
- INDICATES A POTENTIAL SAFETY HAZARD
- R/ — RADIUS (/ = EXTERNAL RADIUS 'm')
- T/ — HALF BATTERED TRANSITION KERB
- Q — QUADRANT HALF BATTERED (NO. REQUIRED) – 305mm

DETAILS OF THE MATERIALS, INCLUDING NATURAL STONE OR OTHER HIGH QUALITY MATERIALS TO BE USED FOR THE REINSTATEMENT OF THE PAVEMENTS ADJACENT TO THE SITE TO BE AGREED WITH MANCHESTER CITY COUNCIL HIGHWAYS AND PLANNING DEPARTMENTS.

PROPOSED STREET TREE POSITIONS TAKEN FROM IDP DRAWING ACADIA5567 009 – PUBLIC REALM TREES, RECEIVED ON 2ND DECEMBER 2022.

FOOTWAY PAVING LAYOUT TAKEN FROM FIRA DRAWING "BOUNDARY TREATMENTS" LP2242–FIR–00–ZZ–DR–L–0002_P02 CURRENTLY AVAILABLE ON SHAREPOINT. PAVING STRIPS ADJUSTED SLIGHTLY TO ALIGN WITH BUILDING COLUMNS.

BUILDING COLUMN POSITIONS TAKEN FROM C&W ARCHITECTS GROUND FLOOR LAYOUT "30280–2011–T–00–General Arrangement – Plan – 00 – Ground Floor" RECEIVED ON 8TH JULY 2022.

Gideon Oen
GIDEON OEN
DIRECTOR

Jon Parrand
JON PARRAND
WEST TOWER
AUTHORISED SIGNATORY

K	28.11.24	UPDATED TO SUIT SURFACING AND KERBING SPECIFICATION COMMENTS	JC	DKK
J	19.11.24	UPDATED TO SUIT SURFACING AND KERBING SPECIFICATION	JC	DKK
I	07.11.24	RED LINE BOUNDARY UPDATED	JC	DKK
H	28.10.24	PARKING BAY EXTENTS EXTENDED, S278 BOUNDARY AMENDED TO INCLUDE ACCESS TO SITE COMPOUND.	DKK	DKK
G	22.07.23	TACTILE PAVING NOTE AMENDED AS AGREED WITH MCC IN MEETING ON 19.07.23.	DKK	DKK
F	18.12.23	MCC ATF CITY CENTRE CYCLE SCHEME ADDED, BASED ON DRAWING 210301–RDL–XX–XX–DR–C–2101 REV D 17.07.23 DEVELOPMENT PROPOSALS AMENDED TO SUIT.	DKK	DKK
E	31.08.23	TACTILE CROSSING AMENDED ON DEANSGATE JUNCTION.	DK	DK
D	06.07.23	TACTILE CROSSING ADDED TO DEANSGATE JUNCTION, CYCLE PHASE REVISED FROM P20 TO 400 SQ. CONTRACTING PHASE 2DMP REMOVAL	SS	DK
C	30.03.23	S278 BOUNDARY AMENDED, INFORMAL CROSSING FACILITY ADDED ON DEANSGATE EAST & INFORMAL CROSSING FACILITY MOVED ON DEANSGATE SOUTH	SS	DK
B	30.01.23	S278 BOUNDARY CHANGED TO RED, PLANNING APP BOUNDARY CHANGED TO GREEN.	TU	TU
A	19.12.22	SMALL ADJUSTMENTS TO PAVING STRIPS AND TREE POSITIONS.	TU	TU
REF	DATE	DESCRIPTION	BY	CHK

AMENDMENTS

CLIENT: FUSION MANCHESTER DEVCO LTD

PROJECT: STUDENT ACCOMMODATION
DEANSGATE SOUTH, MANCHESTER

TITLE: S278 AGREEMENT
GENERAL ARRANGEMENT

SHEARdesign
Consulting Civil and Structural Engineers
1 Address, Court • Trading Close • Cardiff Gate Business Park • CDIFF • CF23 8RW
Tel: 029 2054 7000 • Fax: 029 2054 7001 • www.shear-design.co.uk • enquiries@shear-design.com

DRAWN: TU | CHECKED: TS | DATE: DECEMBER 2022 | SCALE: 1:100 @ A0

SHEAR DESIGN REF: 20047 | DRAWING NUMBER: 20047-140 | REVISION: K | STATUS: A

IN WITNESS whereof the parties have executed this document as their Deed the day and year first above written

EXECUTED AS A DEED by
FUSION MANCHESTER DEVCO LIMITED
acting by one director in the presence of a witness:

Director: GIDEON OSEN [redacted]

Witness sign [redacted]
Witness name: [redacted]
Witness addres [redacted]

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 [redacted]

01130603

Authorised Signatory