

DATED 15 May 2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

TRIPLE JERSEY LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to the redevelopment of a retail unit and associated garden centre by 115 dwellings
access and car parking landscaping and associated drainage at former B and M Home Store
Kingsway Manchester M19 1BB**

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

THIS AGREEMENT is made the 15 day of May 2026
BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall Albert Square Manchester M60 2LA ("**the Council**"); and
- (2) **TRIPLE JERSEY LIMITED** (incorporated in Jersey with company number 112622) whose registered office is at 15 The Esplanade, St Helier, Jersey, JE1 1RB (UK overseas entity company number OE017076) ("**the Owner**").

BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B. The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Number GM499667 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C. The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- D. The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- E. The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- F. The Council has determined that the Development in order to comply with the Local Plan should provide a payment of £1,257,529.00 being the Maximum Contribution, towards the provision of Affordable Housing within the City of Manchester. However, there are viability issues affecting the development of the Site and the Council has accepted that at the date of this Agreement any contribution towards Affordable Housing would render the Development unviable. The Owner has agreed to enter into the planning obligations contained herein requiring them to provide 8 Affordable Rented Dwellings and to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement.

G. This Agreement mitigates the adverse impacts of the Development in accordance with the Local Plan and other material considerations. In particular the Council has recognised the difficulty faced by lower income groups in renting homes within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester. The Owner intends to make provision for Affordable Housing in the manner hereinafter appearing. The Council is satisfied that the obligations in this Agreement are;

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

"Act" the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

"Administrative Boundaries of Manchester" all the wards that together comprise the city of Manchester in relation to which the Council is currently the local planning authority;

"Affordable Housing" has the meaning given in policy H8 of the Core Strategy and Annex 2 of the National Planning Policy Framework (2024) or any amendment or supplemental government guidance issued in respect thereof;

"Affordable Housing Plan" means a plan showing the location of the Affordable Rented Dwellings, **PROVIDED THAT** such plan may be amended, updated or replaced at a later date and approved by the Council in which case that amended, updated or replacement plan shall then become the "Affordable Housing Plan";

"Affordable Rent" means a rent which does not exceed 80% of the Open Market Rent which the relevant Dwelling would attract;

"Affordable Rented Dwellings" means 8 (eight) two-bedroom apartments within the Development which will be provided to a person or persons whose housing needs are not met by the market and their partner or family and dependants at an Affordable Rent;

"Agreement" this agreement;

"Anticipated Date of Completion of Construction" means the date upon which the Developer anticipates that the Completion of Construction of the relevant number or percentage of Dwellings referred to in this Agreement shall take place;

"Application" the application to which the Council gave the reference 141306/FO/2024 for planning permission for the redevelopment of the existing retail store and adjacent garden centre with up to 115 dwellings car parking access and landscaping;

"Benchmark Land Value" means the sum of £5,885,250 (five million eight hundred and eighty five thousand two hundred and fifty pounds);

"Calculation Date" means the date on which Completion of Construction of 75% of the Dwellings occurs;

"Chartered Surveyor" a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience;

"Commencement of Development" the date upon which the Development shall begin by the carrying out on Site of a material operation in accordance with the provisions of section 56(4) of the Act **PROVIDED THAT** any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, any other surveys for the purposes of assessing ground conditions and making the ground good solid and safe thereafter, erections of contractors' work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access and egress roads and services, any works required to be carried out pursuant to a condition attached to the Planning Permission which requires those works to be carried out prior to commencement of development or otherwise prevents commencement of development until those works have been carried out, shall for the purposes of the agreement be deemed not to be material operations and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly;

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the relevant number or percentage of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement legislation and **"Completed"** and **"Completion"** shall be construed accordingly;

"Core Strategy" means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council's Local Development Framework and details the Council's vision for the development of Manchester during the period 2012 to 2027;

"Development" the development undertaken on the Site pursuant to the Planning Permission as specified in the Application;

"Director" the Council's Director of Planning, Building Control and Licensing or such other officer of the Council as may from time to time be nominated in writing to act in place of the Council's Director of Planning, Building Control and Licensing;

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

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

"GDC" means the gross total cost of carrying out the Development including an agreed land value being (the lower of (1) the Benchmark Land Value set at planning consent stage or (2) actual land value supported by evidence). In addition, the Council will accept in the calculation of GDC the actual costs incurred in the Development up to the time of preparation of the Viability Appraisal and such details shall be included in the Viability Appraisal **PROVIDED ALWAYS THAT** any such actual costs are allowed for in the RICS Guidance;

"GDV" means gross development value as defined in Appendix E of the RICS Guidance together with the value of any grant funding/public subsidy received in respect of the Development (if relevant);

"Gross Margin" the GDV after deducting the GDC as more particularly detailed in the Viability Appraisal;

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

"Interest" simple interest at 4% (four per cent) above the base lending rate of the Bank of England per annum or pro rata per diem from time to time;

"Landscape Management Scheme" shall mean a written scheme that details the ongoing management and maintenance of the common parts of the Site identified on the Landscape Management Plan for the lifetime of the Development and how such management and maintenance shall be funded, which is prepared by or on behalf of the Owner and submitted to the Council for approval, **PROVIDED THAT** such scheme may be amended, updated or replaced at a later date and approved by the Council in which case that amended, updated or replacement scheme shall then become the "Landscape Management Scheme";

"Landscape Management Plan" shall mean the plan(s) for the hard and soft landscaping of the Site to be approved under condition 28 of the Planning Permission;

"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 a limited company which may for the avoidance of doubt be the Owner or another company which may already be in existence or another company which may be formed by the Owner in accordance with Part 3 of Schedule 3 for the purposes of implementing the Landscape Management Scheme and managing and maintaining the landscaped areas shown on the Landscape Management Plan thereafter:-

- which either has its registered office in England, Wales, Scotland or Northern Ireland or is otherwise a company registered at Companies House as an overseas entity; and
- whose primary objectives permit it to manage and maintain the landscaped areas shown on the Landscape Management Plan in accordance with the Landscape Management Scheme; and
- which is bound to comply with English law; and
- in the event it is not the Owner, whose identity has been approved by the Council;

"Management Fee" shall mean 15% of the planning application fee which equates to £4,712.25 (four thousand seven hundred and twelve pounds twenty five pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the planning obligations contained herein;

"Market Rental Dwellings" means any Dwelling forming part of the Development which is not an Affordable Rented Dwelling;

"Maximum Contribution" the sum of £1,257,529.00 (one million two hundred and fifty-seven thousand five hundred and twenty-nine pounds) Index Linked;

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

"Open Market Rent" means the open market rent that an Affordable Rented Dwelling would attract on the open market assuming a willing landlord and tenant entering into an arm's length transaction to let the Dwelling and acting knowledgeably, prudently and without compulsion, and further disregarding any restrictions imposed by virtue of this Agreement on the Dwelling or its occupation or the persons who are eligible to occupy the Dwelling, based on the average rent valuation of no less than two independent Chartered Surveyors instructed by the Owner;

"Permitted Profit Level" means when the Gross Margin is equivalent to 15% of the GDC;

"Plan" the plan attached to the agreement in Schedule 1;

"Planning Permission" the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment;

"Reasonable Endeavours" means attempt to fulfil the relevant obligation by expending effort and money as in all the circumstances may be reasonable to expect, which may include engaging professional and other advisers as appropriate but does not require a party to take proceedings (including any appeal) in any court, public inquiry, or other hearing;

"Retail Price Index" twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official

publication substituted therefor) or such other index as may from time to time be published in substitution therefor;

"RICS" the Royal Institution of Chartered Surveyors;

"RICS Guidance" means the RICS professional standard entitled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" issued April 2023 or any replacement, update or amendment of the same;

"Site" the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan;

"Transfer" means the sale and purchase from the Owner to a separate Management Company of any part of the Site which is identified on the Landscape Management Plan as an area of landscaping to be managed and maintained in accordance with the Landscape Management Scheme and **"Transferred"** shall be construed accordingly;

"Viability Appraisal" a written appraisal in the form set out in Schedule 5 and produced in accordance with the RICS Guidance to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement.

"Viability Assessment Fee" up to twelve thousand pounds (£12,000) Index Linked plus VAT to cover the cost of the Council's review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment;

"Viability Payment" a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved, such payment being the amount by which the Gross Margin exceeds the Permitted Profit Level **PROVIDED THAT** the Viability Payment shall not exceed the Maximum Contribution;

"Viability Payment Deadline" means the twenty eighth (28th) Working Day next following the later of:

- (a) the day on which the Council states pursuant to paragraph 4.1 of Part 1 of Schedule 3 that the Viability Appraisal is agreed;
- (b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 5 of Part 1 of Schedule 3; and
- (c) the day on which the written determination of the Chartered Surveyor is issued pursuant to clause 7 of the Agreement and paragraph 6 of Part 1 Schedule 3;

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

1.2. The clause headings do not affect this interpretation.

- 1.3. Unless otherwise indicated, references to clauses and schedules are to clauses of and schedules to this Agreement and references in a schedule to a part or paragraph are to a part or paragraph of that schedule.
- 1.4. References to any statute or statutory provision include reference to:
 - 1.4.1. all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and
 - 1.4.2. any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- 1.5. Except for the provisions of Clause 9 references to the Site include any part of it.
- 1.6. References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act.
- 1.7. **"Including"** means **"including, without limitation"**.
- 1.8. Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.9. If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.
- 1.10. Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.11. Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2. PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3. CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of clauses 7, 9, 11, 15, 17 and 18 which shall have immediate effect. on behalf of themselves

4. CONDITION SUBSEQUENT

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

5. THE OWNER'S COVENANTS

The Owner and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 3 Parts 1, 2 and 3 and hereby agrees that the Site shall be subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6. THE COUNCIL'S COVENANTS

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

7. DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this clause, the dispute shall unless the Council and the Owner otherwise agree be referred to an Expert or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner.
- 7.2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable.
- 7.3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or Chartered Surveyor (and not to an arbitrator) whose decision shall be final and binding (save for in the case of fraud or manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.
- 7.4 Any party to this Agreement shall be entitled to submit to the Expert or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto in making his

decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8. WAIVER

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

9. CHANGE IN OWNERSHIP & LIABILITY

- 9.1 Subject to clause 9.2 the Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan.
- 9.2 Clause 9.1 does not apply in respect of any change in ownership which comprises the grant or transfer of an interest in any individual Dwelling.
- 9.3 No person shall be liable for any breach, non-performance or non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site or the part to which such breach relates but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.
- 9.4 The provisions of this Agreement will not be enforceable against:
- 9.4.1 any individual occupier of a Dwelling;
 - 9.4.2 any mortgagee of the Site or any part thereof unless they have taken possession of the Site (or part thereof);
 - 9.4.3 any statutory undertaker or other person who acquires any part of the Site or any interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services or any other similar utility or service;
 - 9.4.4 any person whose interest in the Site is by way of easement or similar interest only; and nor their mortgagees or successors in title.

10. COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement, expression of satisfaction, certification, or other approval of the Council is required to be given by the Council such consent, agreement, expression of satisfaction,

certification or approval shall not be unreasonably withheld or delayed **PROVIDED THAT** this shall not fetter the proper discretion of the Council.

11. LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

- 11.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.
- 11.2 The Council will upon receipt of a written request of the Owner's or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.
- 11.3 The Council's reasonable costs of cancellation pursuant to clauses 11.2 above shall be met by the Owner if requested by the Council.

12. NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission).

13. THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

14. COMMUNICATION

- 14.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service;
 - 14.1.1 to the Council and addressed to the Director at the Council's address above;
 - 14.1.2 to the Owner at their address above, copied to their trading address of Suite 1.01, Westgate, 44 Hale Road, Cheshire WA14 2EX.

15. FEES

- 15.1 The Owner shall prior to or upon completion of this Agreement pay to the Council its legal fees reasonably and properly incurred in preparation of this Agreement.
- 15.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.

15.3 After submission of the Viability Appraisal the Owner shall pay to the Council the reasonably and properly incurred Viability Assessment Fee within 10 Working Days of receipt from the Council of an invoice detailing the amount.

15.4 The Owner shall on the date hereof pay to the Council the Management Fee.

16. INTEREST

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

17. JURISDICTION

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

18. COMPLETION

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

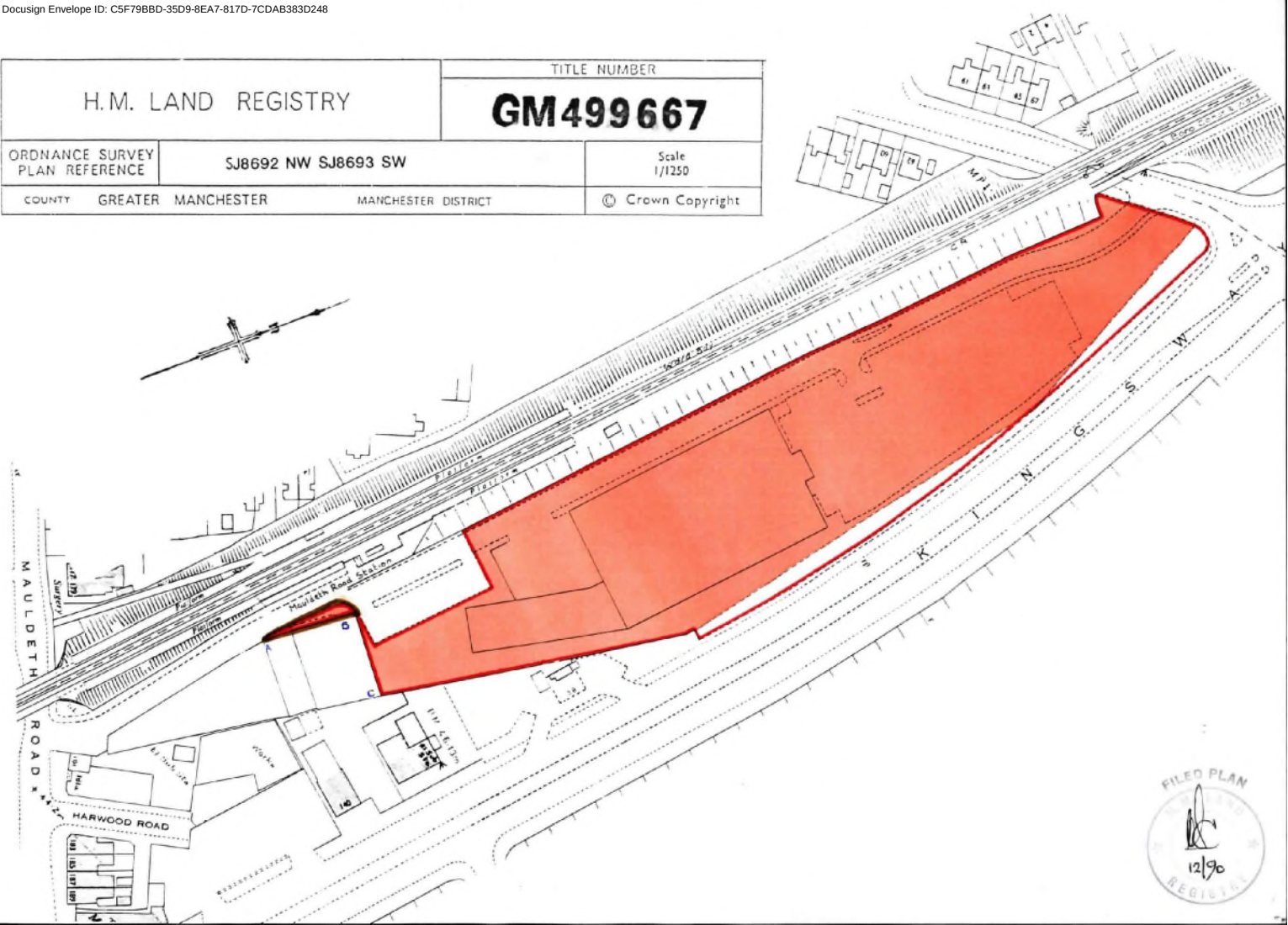
EXECUTED as a deed by the parties on the day and year first hereinbefore appearing.

SCHEDULE 1

The Site

shown for the purposes of identification only edged red on the Plan

H.M. LAND REGISTRY		TITLE NUMBER
		GM499667
ORDNANCE SURVEY PLAN REFERENCE	SJ8692 NW SJ8693 SW	Scale 1/1250
COUNTY	GREATER MANCHESTER	MANCHESTER DISTRICT
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SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Triple Jersey Limited
C/o Agent

Agent (if used)

Chris Wallace
DPP Planning
Gilbanks
1 Park Row
Leeds
LS1 5HN

Part 1 – Particulars of the application/development

Proposal: Erection of a residential development of up to 115 dwellings with associated access, parking, landscaping and drainage following demolition of the existing B&M retail unit and associated garden centre

Location: B&M Home Store , Kingsway, Manchester, M19 1BB

Date of application: 21 October 2024

Application number: 141306/FO/2024

Part 2 – Particulars of decision

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

Article 35 Declaration

The application has been determined in accordance with article 35 of the Town and Country Planning (Development Management Procedure) England Order 2015. In this instance consultee comments and representations have been communicated to the applicant during the course of processing of the planning application. The proposal is considered to be acceptable and has been considered in a timely manner.

Condition(s) attached to this decision

1) The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

2) The development hereby approved shall be carried out in accordance with the following drawings and documents:

Planning Layout - 2425.01 Rev D

Street scenes -2425.04 Rev A

Cross section drawings - 2425.05 Rev A and 2425.06

Finished Floor Levels - 23120/SK001 Rev C

Type 2 [T2.01] Elevations Plots 54-59 - 2425.T2.01

Type 2 [T2.02] Floor Plans Plots 54 - 59 - 2425.T2.02

Type 2 [T2.03] Elevations Plots 42-47 & 48-53 - 2425.T2.03

Type 2 [T2.04] Floor Plans Plots 42-47 & 48-53 - 2425.T2.04

Type 2 [T2.05] Elevations Plots 60-65 - 2425.T2.05

Type 2 [T2.06] Floor Plans Plots 60-65 - 2425.T2.06

Type 2 [T2.07] Elevations Plots 94-99 - 2425.T2.07

Type 2 [T2.08] Floor Plans Plots 94-99 - 2425.T2.08

Type 2 [T2.09] Elevations Plots 102-104 & 107-109 - 2425.T2.09

Type 2 [T2.10] Floor Plans Plots 102-104 & 107-109 - 2425.T2.10

Type 2 [T2.11] Elevations Plots 100-101 & 105-106 - 2425.T2.11

Type 2 [T2.12] Floor Plans Plots 100-101 & 105-106 - 2425.T2.12

Type 2 [T2.13] Elevations Plots 86-89 - 2425.T2.13

Type 2 [T2.14] Floor Plans Plots 86-89 - 2425.T2.14

Type 2 [T2.15] Elevations Plots 90-93 - 2425.T2.15

Type 2 [T2.16] Floor Plans Plots 90-93 - 2425.T2.16

Type 2 [T2.17] Floor Plans & Elevations Plots 113-115 - 2425.T2.17

Type 2 [T2.18] Floor Plans & Elevations Plots 110-112 - 2425.T2.18

Type 2 [T2.19] Detailed Section A-A - 2425.T2.19

Type 2 [T2.20] Detailed Sections B-B & C-C - 2425.T2.20

Type 2 [T2.21] Detailed Sections - 2425.T2.21

Type 3 [T3.01] Elevations Plots 70-71, 72-73,78-79 & 80-81 - 2425.T3.01

Type 3 [T3.02] Plans Plots 70-71, 72-73,78-79 & 80-81 - 2425.T3.02

Type 4 [T4.01] Elevations Plots 66-67,68-69,74-75,76-77,82-83 & 84-85 - 2425.T4.01

Type 4 [T4.02] Elevations Plots 66-67,68-69,74-75,76-77,82-83 & 84-85 - 2425.T4.02

Types 3&4 Detailed section A-A - 2425.T3T4.01

Types 3&4 Detailed section B-B & C-C - 2425.T3T4.02

Type 5 [T5.01] Elevations Plots 33 -41 - 2425.T5.01

Type 5 [T5.02] Floor Plans Plots 33 -41 - 2425.T5.02

Type 5 [T5.03] Elevations Plots 1 - 32 - 2425.T5.03

Type 5 [T5.04] Elevations Plots 1 - 32 - 2425.T5.04

Type 5 [T5.05] GF Floor Plans Plots 1 - 32 - 2425.T5.05

Type 5 [T5.06] 1st Floor Floor Plans Plots 1 - 32 - 2425.T5.06

Type 5 [T5.07] 2nd Floor Floor Plans Plots 1 - 32 - 2425.T5.07

Boundary treatment - 1800mm Screen Wall 2425.B.01

Boundary treatment - 1800mm Screen Fence 2425.B.02

Boundary treatment - 1200mm Railing 2425.B.03

Type 5 [T5.08] 3rd Floor Floor Plans Plots 1 - 32 - 2425.T5.08

Type 5 [T5.09] 4th Floor Floor Plans Plots 1 - 32 - 2425.T5.09

Type 5 [T5.10] Section A-A - 2425.T5.10

Type 5 [T5.11] Section B-B - 2425.T5.11

Type 5 [T5.12] Section C-C - 2425.T5.12

Type 5 [T5.13] Recessed Panel Detail - 2425.T5.13

Type 5 [T5.14] Projecting Panel Detail Section - 2425.T5.14

Type 5 [T5.15] Curtain Walling Entrance detail - 2425.T5.15

Landscape Masterplan Vector DC 19260-VL L01 Rev. D

Detailed Landscape Layout [1 of 2] Vector DC 19260-VL L02 Rev. D
Detailed Landscape Layout [2 of 2] Vector DC 19260-VL L03 Rev. D
Landscape Plan (Communal Garden Areas) Vector DC 19260-VL L04 Rev. A

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

3) Prior to the commencement of development on site including any demolition works on site a Construction Management Plan shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed plan which shall include:

- The routing of construction traffic;
- Detail the vehicular activity associated with the construction including appropriate swept-path assessment;
- Details of the location and arrangements for contractor parking;
- Locations of any compounds;
- The identification of the vehicular access points into the site;
- Identify measures to control dust and mud including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period;
- The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location;
- A method statement for working adjacent to the main trainline including details of correspondence and any other agreements with the organisation that owns, maintains and/or operates the trainline;
- A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site.

The development shall only be carried out in accordance with the approved construction management plan.

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

Reason - In the interests of residential amenity, highway and aviation safety pursuant to policy DM1 of the Core Strategy.

4) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local Benefit Proposal means a document which includes:

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

b) Prior to first occupation of the development hereby approved, a detailed report which takes into account the information and outcomes about local labour recruitment

pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy and policy JP-P1 of the Places for Everyone Joint Development Plan Document.

5) No development shall take place (including demolition, ground works, vegetation clearance) until a construction environmental management plan (CEMP: biodiversity) has been submitted to and approved in writing by the local planning authority. The CEMP(Biodiversity) shall include the following.

- a) Risk assessment of potentially damaging construction activities.
- b) Identification of "biodiversity protection zones".
- c) Practical measures (both physical measures and sensitive working practices) to avoid or reduce impacts during construction (may be provided as a set of method statements).
- d) The location and timing of sensitive works to avoid harm to biodiversity features.
- e) The times during construction when specialist ecologists need to be present on site to oversee works.
- f) Responsible persons and lines of communication.
- g) The role and responsibilities on site of an ecological clerk of works (ECoW) or similarly competent person.
- h) Use of protective fences, exclusion barriers and warning signs.

The approved CEMP shall be adhered to and implemented throughout the construction period strictly in accordance with the approved details, unless otherwise agreed in writing by the local planning authority.

Reason - To ensure the protection of species during the period of construction pursuant to the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy

6) Prior to the commencement of development (including demolition, ground works, vegetation clearance), an invasive non-native species protocol shall be submitted to and approved by the local planning authority, detailing the containment, control and removal of wall cotoneaster and holly berry cotoneaster on site. The measures shall be carried out strictly in accordance with the approved scheme.

Reason - To ensure that invasive species that have been identified on the site are appropriately treated pursuant to schedule 9 of the Wildlife and Countryside Act (1981) as amended.

7) a) Before commencement of the development hereby approved (excluding demolition work), a report with a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) shall be submitted to and approved in writing by the City Council as local planning authority.

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

b) Prior to the first use/occupation of the development, a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority, to validate that the development conforms with the approved Site Investigation Report and/or Remediation Strategy.

c) In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy, then any further measures that are required to remediate the land shall be carried out. Any required measures/remediation and validation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first use/occupation of the development.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Core Strategy and policy JP-S1 of the Places for Everyone Joint Development Plan Document.

8) In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time after development commences, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land is submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with these details, together with any previously approved Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Core Strategy and policy JP-S1 of the Places for Everyone Joint Development Plan Document.

9) Prior to the installation of any surface water drainage scheme at the site, full details of a surface water drainage scheme designed in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards, shall be submitted to and approved in writing by the City Council, as local planning authority.

The development shall be constructed and completed in accordance with the approved details prior to the first occupation/use of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14 and policy JP-S4 of the Places for Everyone Joint Development Plan Document.

10) Prior to the first occupation of the development hereby approved details of the implementation of the surface water drainage scheme, as approved by Condition 9 together with the maintenance and management regime for the approved scheme shall be submitted for approval in writing by the City Council, as local planning authority. Those details shall include:

- Verification report providing photographic evidence of constructed flow control and SuDs components as per design drawings approved as part of Condition 9.
- Provide As Built construction drawings or confirm that they align with the original design construction drawings.
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or

any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details.

Reason: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development pursuant to policies within the NPPF and NPPG , Core Strategy policies EN08 and EN14 and policy JP-S4 of the Places for Everyone Joint Development Plan Document.

11) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy.

12) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained within the Aboricultural Impact Assessment and Method Statement - Prepared by e3p dated 16/10/2024April 2024; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the buildings for their permitted use.

(a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy and policy JP-G7 of the Places for Everyone Joint Development Plan Document.

13) All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work".

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the

area, in accordance with policies EN9 and EN15 of the Core Strategy and policy JP-G7 of the Places for Everyone Joint Development Plan Document.

14) A scheme for the Biodiversity Enhancement Measures for species, as set out in Section 4 of the Biodiversity Metric Report by e3p dated August 24 (ref: 81-211-R3-2), shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented prior to first occupation of the development and shall be retained thereafter.

Reason - Pursuant to biodiversity enhancement of the site, in accordance with policy EN15 of the Core Strategy and the National Planning Policy Framework and policy JP-G8 of the Places for Everyone Joint Development Plan Document.

15) Above-ground construction works shall not commence until samples and specifications of all materials to be used in the external elevations and the hard landscaping around the buildings as detailed on the approved drawings have been submitted to and approved in writing by the City Council as local planning authority. The submitted details shall include:

- i. baseline samples and specifications of all materials to be used on all external elevations including sample panels;
- ii. jointing and fixing details between all component materials and any component panels, details of any external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames;
- iii. A strategy for quality control management.

Thereafter the development shall be carried out in accordance with the agreed details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy and policy JP-H3 of the Places For Everyone Joint Development Plan Document.

16) Within 3 months of the commencement of development (excluding demolition work), full details of required on-site and off-site highway works shall be submitted to and approved in writing by the City Council as Local Planning Authority. Such works shall include:

- Works to reconfigure and amend the existing access to Talbot Road; and,
- Upgrading of pedestrian crossing facilities at the Talbot Road/Kingsway arm of the signalised junction.
- A scheme for measures to prevent inappropriate car parking in the vicinity of the junction between the access road and Talbot Road junction, together with vehicle calming measures on the access road.

The development shall not be occupied until the agreed highway works have an agreed timescale for implementation. The development shall only be occupied in accordance with the agreed details

Reason - In the interests of highway safety, pursuant to Policies DM1 and SP1 of the Manchester Core Strategy and policies JP-C4 and JP-C6 of the Places for Everyone Joint Development Plan Document.

17) Prior to the commencement of above ground works (excluding demolition), full details for the provision of secure and covered cycle parking provision for the

development shall be submitted to and approved in writing. The approved details shall be installed prior to the first occupation of the development and be retained thereafter for use by people residing and visiting the development.

Reason - To ensure that there is adequate cycle parking for the development in order to comply with policies T1,T2 and DM1 of the Core strategy and policy JP-C6 of the Places for Everyone joint development plan document.

18) From first occupation of the development hereby approved the details of the car parking management plan set out within Appendix 3 of the Highways Technical Note prepared by AMA reference 21894/SD dated 31/01/2025 shall be operational and shall remain so thereafter whilst the development is occupied.

Reason - In order to ensure adequate management arrangements are in place for the car parking spaces on site pursuant to policies DM1 and T1 of the Core Strategy and policy JP-C8 of the Places for Everyone joint development plan document.

19) Prior to the first use of the car parking hereby approved, a scheme for electric vehicle charging together with details of infrastructure to allow further future EVC conversion shall be submitted to and approved in writing by the City Council as local planning authority. The approved details shall then be implemented and be in place prior to the first occupation of the residential element of the development.

Reason - In the interest of air quality pursuant to policies SP1, DM1 and EN16 of the Manchester Core Strategy and policies JP-C8 and JP-S5 of the Places for Everyone Joint Development Plan Document.

20) Prior to the first use of the car parking hereby approved, details of the provision of accessible car parking spaces at the site shall be submitted to and approved in writing by the City Council as local planning authority. The submitted details shall also include: the management arrangements of the accessible spaces; the ongoing monitoring of the demand for accessible spaces; provision of additional accessible spaces if the monitoring of spaces undertaken as part of the management plan indicates the need for additional spaces. The car parking at the site shall be managed in accordance with the agreed details whilst the development is occupied.

Reason - In order to ensure adequate accessible car parking spaces and management arrangements of them are in place pursuant to policies DM1 and T1 of the Core Strategy and policy JP-P1 of the Places for Everyone Joint Development Plan Document.

21) The car parking as indicated on the approved plans together with the details approved under conditions 18,19 and 20 of this decision, shall be surfaced, laid out and demarcated prior to the first occupation of the development hereby approved. The car park shall then be available at all times for people residing at the development and their visitors whilst the site is occupied.

Reason - To ensure that there is adequate parking for the development proposed when the building is occupied in order to comply with policy DM1 of the Core strategy and policy JP-C8 of the Places for Everyone joint development plan document.

22) The development hereby approved shall be operated and implemented in accordance with the approved Travel Plan (Proposed Residential Development,

Kingsway, Burnage, Residential Travel Plan August 2024 prepared by AMA) at all times whilst the development is occupied.

Reason - To assist promoting the use of sustainable forms of travel to the school, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD and policies JP-S1, JP-S1, JP-P1 and JP-C1 of the Places for Everyone Joint Development Plan Document.

23) a) Prior to the first occupation of the approved development, external lighting shall be designed and installed in accordance with a scheme submitted to and approved in writing by the City Council as local planning authority so as to control glare and overspill onto nearby residential properties, the adjacent trainline, adjacent trees and bat foraging/commuting areas.

b) Prior to occupation of the development a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved light consultant's report. The report shall also undertake post completion testing to confirm that acceptable criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the criteria.

Reason - To safeguard the amenities of the occupiers of nearby properties and to minimise impacts on protected species that may commute and forage in the area pursuant to Core Strategy policies DM1 and EN15 and policies JP-P1 and JP-G8 of the Places for Everyone joint development plan document.

24) Notwithstanding the submitted noise impact assessment:

a) Prior to the commencement of above ground works a scheme for acoustically insulating the proposed residential accommodation against noise from Kingsway and the nearby trainline shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises such as the nearby fuelling station and car wash.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary.

Due to the proximity of the development to the nearby train line it shall be necessary for vibration criteria to apply (BS 6472: 2008 "Guide to evaluation of human exposure to vibration in buildings"). Ground borne noise/re-radiated noise shall also be factored into the assessment and design.

b) Prior to first occupation of the residential units, a verification report shall be submitted to validate that the work undertaken throughout the development conforms to the recommendations and requirements approved as part a) of this condition. The validation report shall also undertake post completion testing to confirm that the internal noise criteria have been met.

c) In the event of any non-conformity with the approved acoustic insulation scheme, then any further measures that are required to ensure conformity shall be carried out.

Any required measures/mitigation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first occupation of the development.

Reason: To secure a reduction in noise from traffic and other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26 and policy JP-P1 of the Places for Everyone Joint Development Plan Document.

25) a) Externally mounted ancillary plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to first occupation of the development hereby approved a scheme shall be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the site. The scheme shall be implemented in full prior to first occupation of the development.

b) Prior to the operation of the scheme a verification report shall be submitted to and approved in writing by the City Council as local planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements approved under part a) of this condition. The report shall also undertake post completion testing to confirm that the noise criteria have been met.

c) In the event of any non-conformity with the approved scheme, then any further measures that are required to ensure conformity shall be carried out. Any required measures/mitigation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first occupation of the development.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site pursuant to policy DM1 of the Core Strategy and saved Unitary Development Plan policy DC26 and policy JP-P1 of the Places for Everyone Joint Development Plan Document.

26) a) Prior to the commencement of above ground works (excluding demolition) a scheme for the storage and disposal of refuse shall be submitted to and approved in writing by the City Council as local planning authority.

b) The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use is in operation.

Reason - In the interests of amenity and public health pursuant to policy DM1 of the Core Strategy and policy JP-P1 of the Places for Everyone Joint Development Plan Document.

27) a) Prior to the commencement of above ground works, a scheme for a clean air intake shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to the first occupation of the development the agreed measures under part a) of this condition shall be implemented in full and a verification report demonstrating the inclusion and operation of the agreed measures into the development shall be

submitted to and agreed in writing by the City Council as local planning authority and shall remain in situ whilst the use or development is in operation.

c) In the event of any non-conformity with the approved scheme, then any further measures that are required to ensure conformity shall be carried out. Any required measures/mitigation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first occupation of the development.

Reason: To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Core Strategy and policies JP-P1 and JP-S5 of the Places for Everyone Joint Development Plan Document.

28) Notwithstanding the approved plans, within three months of the commencement of above ground works a hard and soft landscaping treatment scheme including: details and positions of all boundary treatments to be installed at the site; a tree replacement strategy including timescales for the implementation of the landscaping scheme; details and finishes of all retaining structures; and, details of accessible pathways/ routes, shall be submitted to and approved in writing by the City Council as local planning authority. The approved scheme shall be implemented in accordance with the agreed details and timescales, all boundary treatments shall be retained thereafter whilst the development is occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy and policies JP-S1, JP-P1 and JP-H3 of the Places for Everyone Joint Development Plan Document.

29) a) Prior to the commencement of above ground works (excluding demolition) a scheme setting out the sustainability measures to be included within the development based upon the findings and recommendations of the Sustainability Report prepared by TACE reference PA1712 Rev C - October 2023, shall be submitted to and approved in writing by the City Council as local planning authority.

b) The development shall be subsequently carried out in accordance with the agreed scheme and prior to the first occupation of the development a verification statement/ certification shall be submitted to and approved in writing, by the City Council as local planning authority confirming the incorporation of the specified measures detailed within the approved scheme.

c) Any non-conformity from the approved scheme shall be clearly set out along with measures required to ensure compliance with the agreed details.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy for the City of Manchester and the principles contained within The Guide to Development in Manchester SPD, the National Planning Policy Framework and policies JP-S1, JP-P1 and JP-S2 of the Places for Everyone Joint Development Plan Document.

30) The development hereby approved shall not be occupied until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation or equivalent accreditation.

Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester and policy JP-S1 and JP-P1 of the Places for Everyone Joint Development Plan Document.

31) Prior to the commencement of above ground works (excluding demolition), studies containing the following with regard to television reception in the area containing the site shall be submitted to and approved in writing by the City Council as local planning authority:

a) Identify, before the development commences, the potential impact area in which television reception is likely to be adversely affected by the development. The study shall be carried out either by the Office of Communications (OFCOM), or by a body approved by OFCOM and shall include an assessment of when in the construction process an impact on television reception might occur.

b) Measure the existing television signal reception within the potential impact area identified in (a) above before development commences. The work shall be undertaken either by an aerial installer registered with the Confederation of Aerial Industries or by a body approved by the Independent Television Commission, and shall include an assessment of the survey results obtained.

(c) Assess the impact of the development on television signal reception within the potential impact area identified in above within one month of the practical completion of the development or before the development is first occupied, whichever is the sooner, and at any other time during the construction of the development if requested in writing by the City Council as local planning authority in response to identified television signal reception problems within the potential impact area. The study shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out in (b) above. The measures identified must be carried out either before the buildings are first occupied or within one month of the study being submitted to the City Council as local planning authority, whichever is the earlier.

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception. In the interest of residential amenity, as specified in policy DM1 of Core Strategy.

32) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester, guidance contained within the National Planning Policy Framework, and policies JP-S1, JP-P1 and JP-H3 of the Places for Everyone joint development plan document.

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

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy and policies JP-S1 and JP-P1 of the Places for Everyone Development Plan Document.

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

INFORMATIVE 1: In order to successfully discharge the surface water scheme condition from this approval any submission of a surface water scheme shall cover the following:

- Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.
- Details of surface water attenuation to a discharge rate up to 30 l/s.
- A finalised drainage layout showing all components, outfalls, levels and connectivity.

- Where re-use of an existing outfall to public sewer is proposed, confirmation that it is fit to serve the development is required. Present investigation of condition and connectivity, and proposals for remediation where required.
 - An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
 - Hydraulic calculations of the proposed drainage system, including all design parameters.
- Calculations must Include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.
- A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements). Construction details of flow control and SuDS elements.
 - A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753).

INFORMATIVE 2: Applications for off-site highways works condition discharge may only be submitted following securement of cash bond or surety provision of the total costs of the associated highways works as provided by the statutory approvals team. Evidence of this should be provided with the condition discharge documents. The process for permission to work on the highway can be found using the following link: https://www.manchester.gov.uk/directory_record/451887/permission_to_work_on_the_highways_-_section_278_agreements/category/355/highways_and_pavements

INFORMATIVE 3: Construction and demolition works shall be confined to the following hours unless otherwise agreed in writing by the City Council as local planning authority:

- Monday - Friday: 7.30am - 6pm
- Saturday: 8.30am - 2pm
- Sunday / Bank holidays: No work

INFORMATIVE 4:

Cadent Gas Ltd own and operate the gas infrastructure within the area of your development. There may be a legal interest (easements and other rights) in the land that restrict activity in proximity to Cadent assets in private land. You must ensure that the proposed works do not infringe on legal rights of access and or restrictive covenants that exist.

If buildings or structures are proposed directly above the apparatus the development may only take place following diversion of the apparatus. You should apply online to have apparatus diverted in advance of any works, by visiting cadentgas.com/diversions. Prior to carrying out works, including the construction of access points, please register on www.linesearchbeforeudig.co.uk to submit details of the planned works for review, ensuring requirements are adhered to.

Your responsibilities and obligations - Cadent may have a Deed of Easement on the pipeline, which provides the with a right of access for a number of functions and prevents change to existing ground levels, storage of materials. It also prevents the erection of permanent/temporary buildings, or structures. If necessary Cadent advise that they will take action to legally enforce the terms of the easement. This informative does not constitute any formal agreement or consent for any proposed development

work either generally or related to Cadent's easements or other rights, or any planning or building regulations applications.

Cadent Gas Ltd or their agents, servants or contractors do not accept any liability for any losses arising under or in connection with this information. This limit on liability applies to all and any claims in contract, tort (including negligence), misrepresentation (excluding fraudulent misrepresentation), breach of statutory duty or otherwise. This limit on liability does not exclude or restrict liability where prohibited by the law nor does it supersede the express terms of any related agreements.

If you need any further information or have any questions about the outcome, please contact Cadent at plantprotection@cadentgas.com or on 0800 688 588 quoting reference 35334806

DRAFT DECISION

Date:

Notes

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

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

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

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

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

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

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

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

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

SCHEDULE 3

Part 1

NOTIFICATIONS

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within 7 (seven) Working Days of Commencement of Development.
2. To provide prior notification to the Council in writing at least 14 (fourteen) Working Days in advance of the Anticipated Date of Completion of Construction of 75% of the Dwellings.

VIABILITY APPRAISAL

The Owner and the Council hereby covenant with one another as follows:

3. The Owner covenants to provide the Council with a copy of the Viability Appraisal within 10 (ten) Working Days of the Calculation Date to enable the Council to instruct a Chartered Surveyor to review the Viability Appraisal and to advise the Council on its contents and conclusion.
4. Within 30 (thirty) Working Days of receipt of the Viability Appraisal the Council shall instruct a Chartered Surveyor to review the Viability Appraisal and to advise the Council on its contents and conclusions.
5. Within 25 (twenty-five) Working Days of receipt of the Viability Appraisal the Council shall:
 - 5.1 give written notice to the Owner either:-
 - 5.1.1 Stating that it accepts and approves the Viability Appraisal; or
 - 5.1.2 Challenging any of the amounts or conclusions included in the Viability Appraisal and giving details relating to the disputed amounts or conclusions including the reasons as to why they are disputed by way of service of a notice on the Owner.
6. In the event that the Council serves a notice on the Owner pursuant to paragraph 5.1.2 of this Part 1 of Schedule 3 the Owner and the Council shall use Reasonable Endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council fail to agree the Viability Appraisal within 28 (twenty-eight) Working Days of the notice served by the Council pursuant to paragraph 5.1.2 of this Schedule 3, then the matter in dispute shall be referred to a different Chartered Surveyor, in accordance with the provisions of clause 7, with that Chartered Surveyor being requested that they should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both parties agree will be final and binding upon them (save in respect of fraud or manifest error).

7. The Viability Appraisal not by way of limitation shall include and confirm:

- 6.1 the GDV;
- 6.2 the GDC;
- 6.3 the Gross Margin; and
- 6.4 the sum which will be the Viability Payment, if any.

VIABILITY PAYMENT

- 8.1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) **PROVIDED ALWAYS THAT** the Viability Payment shall be capped so that it does not exceed the Maximum Contribution.
- 8.2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 6 of this Schedule 3) shows that a Viability Payment is not due (or the Chartered Surveyor appointed pursuant to paragraph 6 of this Schedule 3 confirms that a Viability Payment is not due) then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due.
- 8.3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment has been received by the Council.

Part 2

AFFORDABLE HOUSING

The Owner and the Council hereby covenant with one another as follows:

1. The Owner covenants to provide the Affordable Housing Plan to the Council prior to Commencement of the Development.
2. The Owner covenants not to Occupy more than 75% of Market Rental Dwellings until the Affordable Rented Dwellings have been Completed and are available for Occupation.
3. The Owner covenants not to Occupy permit suffer cause or allow to be Occupied any Affordable Rented Dwelling otherwise than in accordance with the provisions of this Deed.
4. The Owner covenants to provide the Council with an annual statement confirming the approach to the letting of the Affordable Rental Dwellings and detailing their ongoing status. The first annual statement

will be provided on the date that is the first anniversary of the Occupation of the first Affordable Rental Dwelling to be Occupied.

5. From the date of Completion of the Affordable Rented Dwellings the number and type of Affordable Rented Dwellings on the Development shall be maintained at 8 (eight) two-bedroom apartments **AND FOR THE AVOIDANCE OF DOUBT** the Owner shall be entitled to manage the Dwellings in a way that Market Rental Dwellings may switch to Affordable Rented Dwellings and visa versa as required **PROVIDED THAT** the minimum number of Affordable Rented Dwellings is maintained at all times.

Part 3

MANAGEMENT COMPANY AND LANDSCAPE MAINTENANCE

- 1 The Owner covenants with the Council as follows:
 - 1.1 Prior to Occupation of the Development, to either:
 - 1.1.1 submit to the Council details of the registered office, officers, memorandum of incorporation and articles of association of the Management Company to enable the Council to approve the identity of the Management Company; or
 - 1.1.2 confirm that for the time being it is proposed that the Management Company will be the Owner.
 - 1.2 To submit the Landscape Management Scheme to the Council prior to Occupation for its written approval.
 - 1.3 To implement the Landscape Management Scheme in accordance with the timescales therein and thereafter maintain the landscaped areas identified on the Landscape Management Plan in accordance with the Landscape Management Scheme.
 - 1.4 If the Owner decides as at the time the Development is Completed that the Management Company will not be the Owner (such matter to be determined at the absolute discretion of the Owner), not to let or dispose of any Dwelling until the Management Company has been established (**PROVIDED THAT** nothing in this paragraph 1.2 prevents the Owner from deciding at a future date that the landscaped areas identified in the Landscape Management Plan should be Transferred to a separate Management Company).
 - 1.5 Not to Occupy permit or to allow Occupation of any Dwelling until the Landscape Management Scheme is in existence.
 - 1.6 To notify the Council within 7 days of any Transfer and to supply a copy of the completed transfer with the notification.

- 2 Not to dispose of any Dwelling by way of open market sale unless –
 - 2.1 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 Site upon which the Dwelling to be sold is constructed and the Management Company:-
 - 2.1.1 to pay annually in advance an estate rentcharge or service charge whichever is applicable, (and each a **"Charge"**), of the estimated amount 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;
 - 2.1.2 once the costs actually incurred in each year have been calculated (**"the Actual Costs"**) to pay annually any supplementary Charge as is applicable that is set out in any supplementary Charge payment request 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 Charge paid pursuant to the requirements of paragraph 2.1.1 above and allocated for the year concerned towards the cost of implementing the Landscape Management Scheme.
- 3 If applicable 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 (**SAVE FOR** the Affordable Rented Dwellings) in the Development.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

1. To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
2. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
3. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council.
4. To repay to the paying party such sum or sums remaining from the Viability Payment as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend within ten (10) years of the date of receipt by the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5**VIABILITY TEMPLATE – information the Viability Appraisal must incorporate****Former B and M Home Store Kingsway Manchester M19 1BB**

GROSS DEVELOPMENT VALUE (GDV)	£
PERMITTED PROFIT LEVEL – based upon 15% of GDC	£
All in build cost – including (but not limited to) - house build (superstructure), plot costs (incl. substructure), infrastructure, overheads and prelims, , (based on actual costs where evidenced, including contingencies which have crystallised into incurred costs)	£
Schedule of abnormals TBA	£
Remaining Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Marketing and Letting costs TBA	£
Section 106 payments TBA	£
Finance cost of TBA	£
Agreed land value (the lower of (1) Benchmark Land Value set at planning consent stage of £5,885,250, or (2) actual land value – to be evidenced)	£
Stamp Duty - TBA	£
Site / Land Acquisition Sales and Legal Fees – 1. 5%	£
Investment (disposal) sales agent & legal fees 1% of GDV	£
TOTAL COSTS (GDC)	£
GROSS MARGIN	£
VIABILITY PAYMENT	£

THE COMMON SEAL of THE COUNCIL

OF THE CITY OF MANCHESTER was affixed in the presence of:

AUTHORISED SIGNATORY

Signed by:

Signature:

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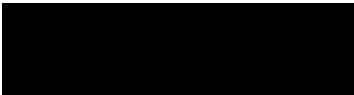
Name (in block capitals) Gaynor Corfe



Executed as a deed by **TRIPLE JERSEY LIMITED**, a company incorporated in Jersey, acting by Sundeep Arora, who, in accordance with the laws of that territory, are acting under the authority of the company

) Signature in the name of the company

) **Triple Jersey Limited**

) 

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Authorised signatory