

DATED 27th July 2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

ASK DEANSGATE LTD

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 325-327 Deansgate, Manchester, M3 4LQ**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/EPG/PLA001/84215

THIS AGREEMENT is made the 27th day of July 2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **ASK DEANS_GATE LIMITED** (incorporated in England and Wales with company number 11059419) whose registered office is at Fulford House, Newbold Terrace, Leamington Spa, CV32 4EA (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 leasehold owner of part of the Site registered at the Land Registry with title absolute under title number GM666732. The Owner also has the benefit of two 250-year leases dated 5 April 2023, both pending registration at the Land registry, in relation to the part of the Site registered at the Land Registry under MAN83582.
- C The Owner proposes to acquire a 250-year lease in relation to part of the Site.
- D On 26 June 2020 the Council granted planning permission under reference 125804/FO/2019 to the Owner for the demolition of the existing buildings and structures on the Site and the erection of a 22-storey building comprising an aparthotel (Use Class C1), together with flexible commercial uses at ground floor level and within the existing viaduct arches (Use Classes A1, A2, A3, A4 and D2), access, landscaping and other associated works. On 22 April 2024 the Council granted planning permission under reference 139059/JO/2024 to vary conditions 2, 18a, 19a, 21, 22, 23, 27, 30, 31, 35, 39 and 42 attached to planning permission 125804/FO/2019, as amended by 134854/NMC/2022, 136154/NMC/2023 and 137169/NMC/2023, to permit elevational alterations, changes to façade materials and an increase in building height to form a plant screen.
- E On 18 December 2025 the Application was submitted to the Council for planning permission under reference 144809/JO/2025 pursuant to section 73 of the Act to vary planning permission 139059/JO/2024 to allow for internal reconfiguration, further elevational alterations and changes to landscaping.
- F The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the

Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

- G 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.
- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are;
 - (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement. **"Act"** the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

"Administrative Boundaries of Manchester" all the wards that together comprise the city of Manchester;

"Agreement" shall mean this agreement;

"Application" the application under S.73 of the Act to which the Council gave the reference 144809/JO/2025;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

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

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application “Developed” shall be construed accordingly;

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

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

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

“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 Fee” shall mean 15% of the planning application fee which equates to £300 (THREE HUNDRED POUNDS) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“Off-Site Contribution” the sum of £32,000 (THIRTY-TWO THOUSAND POUNDS) Index Linked;

“Plan” the plan attached to the Agreement;

“Planning Obligations” shall mean the obligations of the Owner specified in the Schedule 3;

“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;

“Regulations” the Community Infrastructure Levy Regulations 2010.

“RICS” the Royal Institution of Chartered Surveyors.

“Site” the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan.

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

1.2 The Clause headings do not affect this interpretation.

1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.

1.4 References to any statute or statutory provision include reference to:

1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

1.5 Except for the provisions of Clause 9 references to the Site include any part of it.

1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

1.7 **"Including"** means **"including, without limitation"**.

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

3.1 This Agreement takes effect on the date hereof.

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely

determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNER'S COVENANTS

5.1 The Owner on behalf of itself and any person deriving title to their interest in the Site from them hereafter hereby covenant with the Council so as to bind their interest in the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3 and hereby agree that their interests in the Site shall until such time as fully complied with subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

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

7 DISPUTE RESOLUTION

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

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

7.3 Any reference of a dispute to an Expert or shall if the parties are agreed in writing be deemed to be a reference to an Expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan.

9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

10 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11 LOCAL LAND CHARGE ENTRY

11.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.

11.2 The Council will upon receipt of a written request of the Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.

11.3 The costs of registration and cancellation pursuant to clause 11.2 above shall be met by the person making the written request 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 granted (whether or not on appeal) after the date of this Agreement.

13 THE CONTRACTS ACT

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

14 COMMUNICATION

14.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

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

14.1.2 to the Owner at its last known address;

15 FEES

15.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement.

15.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law;

15.3 The Owner shall pay forthwith 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.

19. WARRANTY AS TO TITLE

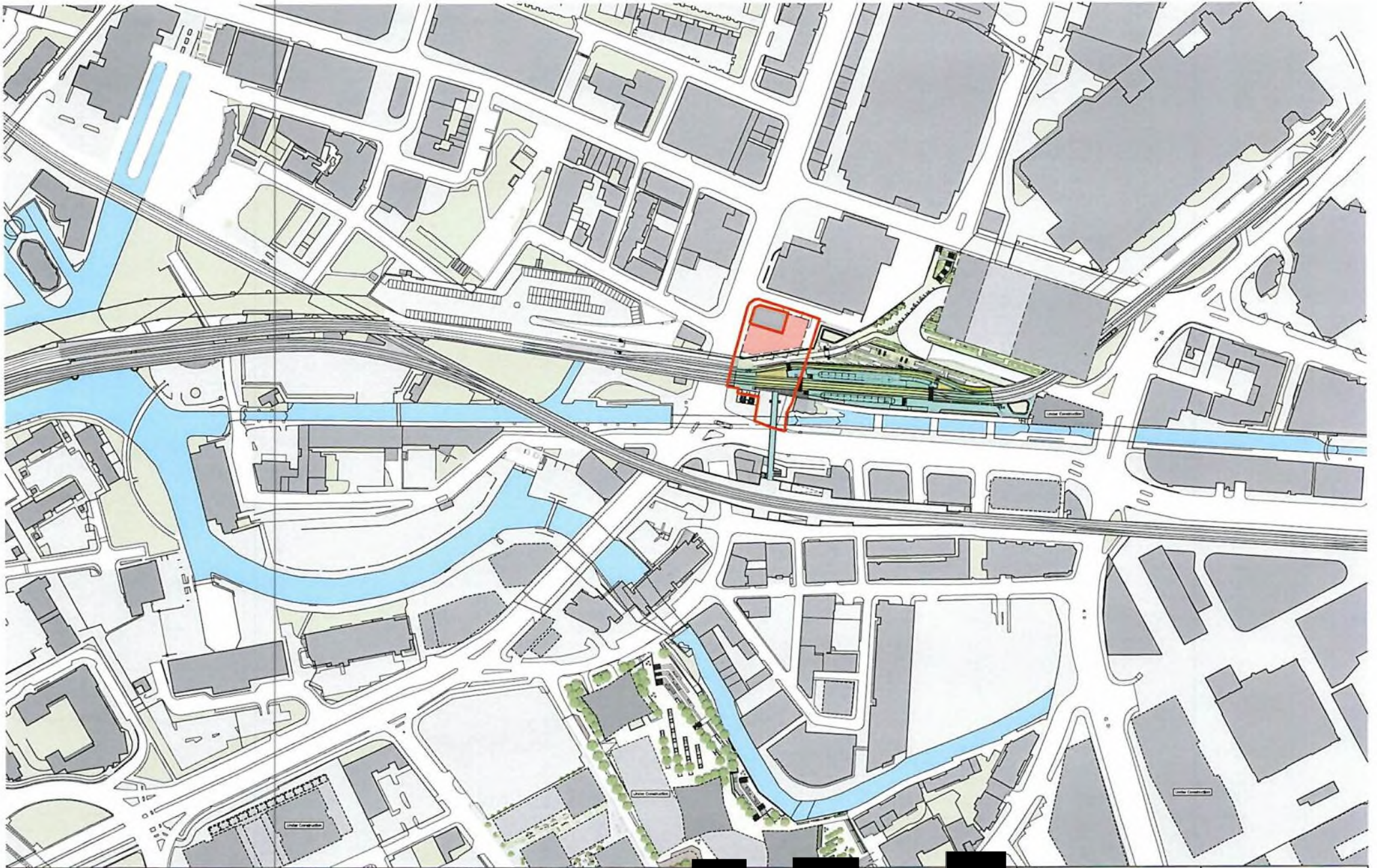
The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has a legal or equitable interest in the Site and hereby indemnify the Council in respect of any loss that arises should there be any breach of this warranty.

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

SCHEDULE 1

The Site

Land at 325-327 Deansgate, Manchester and shown for the purposes of identification only edged red on the Plan.



This drawing is copyright
Do not scale off dimensions.
All dimensions to be checked on
site by contractor.
Contractor to report any dimensional
discrepancies, errors or omissions
prior to commencing on site.

NORTH

No.	Date	Description
1	2019-12-12	Planning Submission

Project Name
**325 Deansgate
Staycity Aparthotel
Manchester**

Scale
1:1000 @ A1

Job No.
10185

Client
10185-SHP-Z0-XXPL-A-B5D8-G100-0001

Issue
PLANNING ISSUE

Drawing Title
**Site Location Plan
Proposed and Future Context**

Scale
1:1000 @ A1

Job No.
10185

Client
10185-SHP-Z0-XXPL-A-B5D8-G100-0001

Issue
00

simpsonhaugh

Manchester
+44 (0)161 830 2045

London
+44 (0)20 7543 8000

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SCHEDULE 2

Draft Planning Permission



MANCHESTER
CITY COUNCIL

DRAFT

Town & Country Planning Act 1990 (as amended)

Planning Permission

Part 1 – Particulars of the application/development

Proposal:

Variation of Planning Permission 139059/JO/2024 to allow internal reconfiguration, elevational alterations and changes in landscaping.

Location:

325 Deansgate
Manchester
M3 4LQ

Application reference:

144809/JO/2025

Applicant:

Jedi Deansgate Ltd

Date of application:

21 January 2026

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. Pre application advice has been sought in respect of this matter. The proposal is considered to be acceptable and therefore determined within a timely manner.

Condition(s) attached to this decision

- 1) The development must be begun not later than 26 June 2023.

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:

Drawings and documents approved as part of planning application 144809/JO/2025

10185-SHP-Z0-EE-XE-A-B5D8-G100 0003_REV 01, 10185-SHP-Z0-ES-XE-A-B5D8-G100 0003_REV 01, 10185-SHP-Z1-00-PL-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-0M-PL-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-01-PL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-02-PL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-03-PL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-21-PL-A-B5D8-G200 0001_REV 01, 10185-SHP-Z1-AA-SE-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-BB-SE-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-CC-SE-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-DD-SE-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-EE-EL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-EN-EL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-ES-EL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-EW-EL-A-B5D8-G200 0001_REV 04, 10185-SHP-Z1-EW-EL-A-B5D8-G200 0002_REV 03, 10185-SHP-Z1-TY-PL-A-B5D8-G200 0001_REV 03, 10185-SHP-Z1-TY-PL-A-B5D8-G200 0002_REV 04, 10185-SHP-Z1-XX-3D-A-B5D8-G200 0001_REV 02, 10185-SHP-Z1-XX-SC-A-F900-0001_REV 02 and 10185-SHP-Z1-XX-SC-A-F900-0002_REV 02

Received by the City Council, as Local Planning Authority, on the 19 December 2025

Drawings and documents approved as part of planning application 139059/JO/2024

10185-SHP-Z1-RF-PL-A-B5D8-G200-0001_Rev 02, 110185-SHP-Z1-XX-3D-A-B5D8-G200-0002_Rev 01, 10185-SHP-Z1-TY-DE-A-B5D8-G251-0001_Rev 01, 10185-SHP-Z1-TY-DE-A-B5D8-G251-0002_Rev 01, 10185-SHP-Z1-TY-DE-A-B5D8-G251-0003_Rev 01, 10185-SHP-Z1-TY-DE-A-B5D8-G251-0004_Rev 01, 10185-SHP-Z1-XX-SC-A-B5D8-F900-0001_Rev 01 and 10185-SHP-Z1-XX-SC-A-B5D8-F900-0002_Rev 01 received by the City Council, as Local Planning Authority on the 15 January 2024

Daylight and Sunlight Technical Note received by the City Council, as Local Planning Authority on the 15 January 2024

Drawings and documents approved as part of Non Material Amendment
134854/NMC/2022

Covering Letter received by the received by the City Council, as Local Planning Authority, on the 6 September 2022.

Design and Access Statement Addendum prepared by SimpsonHaugh", Transport Statement Addendum prepared by Civic Engineers received by the City Council, as Local Planning Authority, on the 2 September 2022

Drawings and documents approved as part of planning permission 125804/FO/2019

Drawings

10185-SHP-Z0-XX-XP-A-B5D8-G100-0001, 10185-SHP-Z0-XX-XP-A-B5D8-G100-0002, 10185-SHP-Z0-XX-XP-A-B5D8-G100-0003, 10185-SHP-Z0-XX-XP-A-B5D8-G100-0004, 10185-SHP-Z0-XX-PL-A-B5D8-G100-0001, 10185-SHP-Z0-EN-XE-A-B5D8-G100-0001, 10185-SHP-Z0-ES-XE-A-B5D8-G100-0001, 10185-SHP-Z0-EE-XE-A-B5D8-G100-0001, 10185-SHP-Z0-EW-XE-A-B5D8-G100-0001, 10185-SHP-Z0-EN-XE-A-B5D8-G100-0002, 10185-SHP-Z0-ES-XE-A-B5D8-G100-0002, 10185-SHP-Z0-EE-XE-A-B5D8-G100-0002, 10185-SHP-Z0-EW-EX-A-B5D8-G100-0002, 10185-SHP-Z1-21-PL-A-B5D8-G200-0001, 10185-SHP-Z1-XX-SC-A-F900-0001, 10185-SHP-Z0-EN-XE-A-B5D8-G100-0003, 10185-SHP-Z0-ES-XE-A-B5D8-G100-0003, 10185-SHP-Z0-EE-XE-A-B5D8-G100-0003, 10185-SHP-Z1-EE-SE-A-B5D8-G200-0001, 10185-SHP-Z1-TY-DE-A-B5D8-G251-0005 and 10185-SHP-Z1-TY-DE-A-B5D8-G251-0006

all stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020

Supporting Information

Planning and Tall building statement prepared by Deloitte, Environmental Statement, Design and access statement stamped as received by the City Council, as Local Planning Authority, on the 28 February 2020

Waste management proforma, Transport statement and travel plan prepared by Civil Engineers, Heritage Statement prepared by Stephen Levant, Preliminary Environmental Risk Assessment prepared by Ground Tech Consulting, Flood Risk Assessment prepared by Civil Engineers, Ecology report prepared by Penny

Anderson, Air Quality assessment prepared by SLR (Ref. 427.09799.00001), Archaeology Desk based assessment prepared by Salford Archaeology, BREEAM pre-assessment (ref. Rev 1.2), Construction Management Plan prepared by McLaren, Crime Impact Statement (Version B) prepared by Design for Security, local labour statement, operational management statement, TV survey prepared by Pager power, ventilation strategy report prepared by JH partners and Wind Microclimate Study prepared by BMT stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020

Energy and Environmental Standards Statement prepared by JH Partners stamped as received by the City Council, as Local Planning Authority, on the 11 May 2020

Access and servicing (Version 3) statement stamped as received by the City Council, as Local Planning Authority, on the 5 June 2020

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) Demolition shall be carried out in accordance with Preliminary roost assessment for bats and nesting birds prepared by Penny Anderson received by the City Council, as Local Planning Authority, on the 21 February 2023 as approved under CDN/23/0123.

Reason - In the interest of protecting any species or habitats within the existing building pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 4) a) Recruitment of local labour shall be carried out in accordance with the Local Labour Agreement prepared by Assured CMS Ltd received by the City Council, as Local Planning Authority, on the 21 February 2023 and KPI table received by the City Council, as Local Planning Authority, on the 14 April 2023 as approved under CDN/23/0123.

(b) Within one month prior to construction work being completed, 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 (2012).

- 5) (a) A phased programme and methodology of investigation and recording shall be carried out in accordance with the Written Scheme of Investigation (WSI) produced by Salford Archaeology received by the City Council, as Local Planning Authority, on the 21 February 2023 as approved under CDN/23/0123.

Prior to the first use of the development, the following shall be submitted for approval in writing by the City Council, as Local Planning Authority.

- (b) A programme for post investigation assessment to include:

- production of a final report on the investigation results

- (c) Deposition of the final report with the Greater Manchester Historic Environment Record.

- (d) Dissemination of the results of the archaeological investigations commensurate with their significance.

- (e) Provision for archive deposition of the report and records of the site investigation.

- (f) Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

Reason: To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible pursuant to policy EN3 of the Manchester Core Strategy (2012), saved policy DC20 of the Unitary Development Plan for the City of Manchester (1995) and the NPPF.

- 6) The drainage strategy shall be implemented in accordance with the Drainage Strategy Note (June 2023) prepared by Eckersley O'Callaghan. received by the City Council, as Local Planning Authority, on the 6 July 2023 and further drainage details

received by the City Council, as Local Planning Authority, on the 27 October 2023 as approved under CDN/23/0466.

(b) The development shall then be constructed in accordance with the approved details and be in place prior to the first use of the development.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 7) The ground conditions and remediation shall be carried out in accordance with the Phase II Geo-Environmental Site Investigation Report (March 2023) prepared by Eckersley O'Callaghan received by the City Council, as Local Planning Authority, on the 6 July 2023 and Gas Monitoring Certificate received by the City Council, as Local Planning Authority, on the 27 October 2023 as approved under CDN/23/0466.

Once approved, the development shall then be carried out in accordance with the approved details.

(b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the development.

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 before the development is occupied, 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 (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - There is evidence of site contamination at the application site which requires further consideration and examination. In particular, details of outstanding gas monitoring is required to be submitted for consideration and an appropriate remediation strategy prepared. This is pursuant to policy EN18 of the Manchester Core Strategy (2012).

- 8) The construction management of the development shall be carried out in accordance with the Site Waste Management Plan, Dust and Noise Management Plan and CEMP received by the City Council, as Local Planning Authority, on the 14 April 2023, Email from Joe McElhone dated 20 April 2023 and Traffic Management Plans received by the City Council, as Local Planning Authority, on the 21 April 2023 as approved under CDN/23/0123.

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

Reason - To safeguard the amenities of nearby residents, highway safety and air quality, pursuant to policies SP1, EN9, EN16, EN19 and DM1 of the Manchester Core Strategy (July 2012).

- 9) (a) The demolition works shall be carried out in accordance with Framework Construction Environmental Management Plan and condition 12 discharge request 'Structural engineering strategy' prepared by Eckersley O'Callaghan received by the City Council, as Local Planning Authority, on the 21 February 2023 as approved under CDN/23/0123.

(b) The main development shall be carried out in accordance with the Construction Environment Framework Plan and Construction Phase Plan (June 2023) prepared by Assured CMS received by the City Council, as Local Planning Authority, on the 6 July 2023, DEA-EOC-XX-00-DR-S-1000, DEA-EOC-XX-XX-SP-S-0001 and DEA-EOC-XX-XX-SP-S-0002 received by the City Council, as Local Planning Authority, on the 16 August 2023 and Installation report and piling mat certificate received by the City Council, as Local Planning Authority, on the 22 August 2023 as approved under CDN/23/0466.

The approved CMP shall be adhered to throughout the development.

Reason: To safeguard the amenities of the locality and to ensure that the developer complies with all the necessary system clearances and agrees safe methods of working to meet the safety requirements of working above and adjacent to the Metrolink system pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012).

- 10) (a) The materials programme is approved in accordance with the Materials Schedule (June 2023) prepared by SimpsonHaugh & Partners received by the City Council, as Local Planning Authority, on the 15 January 2024.

(b) The materials panel was agreed in accordance with the Material Sample Programme (Doc ref: 10446-Condition 10_Sample Schedule_P05), prepared by SimpsonHaugh - Images of the VMU as seen on Site 13 October 2025. Received by

the City Council, as Local Planning Authority, on the 15 December 2025 (as approved under CDN/25/1194).

The approved materials shall then be implemented as part of the development.

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.

- 11) Vegetation clearance shall be carried out in accordance with - Preliminary Roost Assessment for Bats and Nesting Birds received by the City Council, as Local Planning Authority, on the 21 February 2023 as approved under CDN/23/0123.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 12) (a) The structural designs/surveys for the demolition works shall be carried out in accordance with Condition 12 discharge request 'Structural engineering strategy' prepared by Eckersley O'Callaghan received by the City Council, as Local Planning Authority, on the 21 February 2023 as approved under CDN/23/0123.

(b) The structural designs/surveys for the main development shall be carried out in accordance with Construction Environment Framework Plan and Construction Phase Plan (June 2023) prepared by Assured CMS received by the City Council, as Local Planning Authority, on the 6 July 2023, DEA-EOC-XX-00-DR-S-1000, DEA-EOC-XX-XX-SP-S-0001 and DEA-EOC-XX-XX-SP-S-0002 received by the City Council, as Local Planning Authority, on the 16 August 2023, Installation report and piling mat certificate received by the City Council, as Local Planning Authority, on the 22 August 2023, Structural Drawing pack prepared by Eckersley O'Callaghan Ltd and a Construction Environment Framework Plan (June 2023) including a Structural Monitoring Summary prepared by Assured CMS and Mabeyhire Ltd received by the City Council, as Local Planning Authority, on the 6 July 2023 and Vibration monitoring reports and other reports received by the City Council, as Local Planning Authority, on the 16 August 2023 as approved under CDN/23/0466.

The approved strategy shall be adhered to throughout the development.

Reason: To safeguard Metrolink infrastructure pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

- 13) Prior to the first occupation of the development, details of the implementation, maintenance and management of the sustainable drainage scheme shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt this shall include:

- Verification reporting providing photographic evidence of construction;
- Management and maintenance plan for the lifetime of the development which shall include the arrangements adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

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 SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 14) (a) Notwithstanding landscaping strategy included within the design and access statement stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020, prior to the first occupation of the aparthotel element of this development, details of hard and soft landscaping treatments (including tree planting, street tree planting and boundary treatments) shall be submitted to and approved in writing by the City Council as local planning authority.

(b) The approved scheme shall be implemented prior to the first occupation of the aparthotel element. 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.

- 15) The development hereby approved shall be carried out in accordance with the Environmental Standards and energy statement prepared by JH Partners stamped as received by the City Council, as Local Planning Authority, on the 11 May 2020. For the avoidance of doubt the development shall achieve minimum of 22% above Part L 2010.

A post construction review certificate/statement shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

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 and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

- 16) The development hereby approved shall be carried out in accordance with the BREEAM pre-assessment prepared by Sustainably Built Ltd stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020. For the avoidance of doubt the aparthotel element shall achieve minimum Very Good Rating.

A post construction review certificate/statement shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

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 and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

- 17) Notwithstanding the noise and vibration section (including appendices) of the ES stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020, prior to the first use of the aparthotel hereby approved, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval. For the avoidance of doubt, externally mounted 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 5 db (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location.

(b) The approved scheme shall be implemented and prior to the first use of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a

timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

18) DELETE

19) DELETE

20) Notwithstanding the noise and vibration section (including appendices) of the ES stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020, prior to the first use of the aparthotel, (a) a scheme for acoustically insulating the proposed accommodation against noise from Deansgate and Trafford Street shall be submitted for approval 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 and the Metrolink Line.

Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria will be required to be achieved:

Bedrooms (night time - 23.00 - 07.00) 30 dB L Aeq (individual noise events shall not exceed 45 dB L Amax,F by more than 15 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB L Aeq

(b) The approved scheme shall be implemented and prior to the first use of the hotel, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

21) DELETE

22) DELETE

23) DELETE

- 24) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn when operational. Full details of such a scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority before the first occupation of the development hereby approved. The approved scheme shall be implemented in full prior to the first use of the aparthotel element and shall remain in operation for so long as the development is occupied.

Reason - In the interests of amenity, crime reduction and the personal safety of those using the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.

- 25) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy.

-
- 26) When the development is first occupied, deliveries, servicing and collections including waste collections by commercial operators shall not take place outside the following hours:

Monday to Saturday 07:30 to 20:00

Sundays (and Bank Holidays): No deliveries/waste collections

Reason - In the interest of residential amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

27) DELETE

- 28) Prior to the first use of the development hereby approved, details of the number, siting and appearance of bird boxes at the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented and be in place prior to the first use of the development hereby approved and shall thereafter be retained and maintained in situ.

Reason - In the interest of providing habitats for birds to improve the ecological value of the application site pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012).

- 29) a) Three months prior to the first use of the development by aparthotel guests, a Local Benefit Proposal Framework that outlines the approach to local recruitment for the end use(s), 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 occupation 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) Within 6 months of the first use of the development by aparthotel guests, a Local Benefit Proposal 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. Any Local Benefit Proposal

approved by the City Council, as Local Planning Authority, shall be implemented in full at all times whilst the use is operation.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012).

30) DELETE

30) DELETE

- 32) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) the development hereby shall only be used for an aparthotel (Use Class C1) with ancillary gym and café / restaurant and for no other purpose.

Reason - In the interest of retaining the provision of hotel within the development pursuant to policies SP1 and CC4 of the Manchester Core Strategy (2012).

- 33) The development of each phase shall be carried out in accordance with the Crime Impact Statement (Version B) prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020. The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Core Strategy and to reflect the guidance contained in the National Planning Policy Framework.

-
- 34) The development hereby approved shall be carried out in accordance with the Travel plan framework stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020.

In this condition a Travel Plan means a document which includes:

- i) the measures proposed to be taken to reduce dependency on the private car by those staying at the development;
- ii) a commitment to surveying the travel patterns of guests/staff during the first three months of the first use of the building and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified travel plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the building, a Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel for guests and staff, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).

- 35) Prior to the first occupation of the aparthotel element, the provision of 32 cycle spaces (internal) and 10 external spaces, as indicated on drawing 10185-SHP Z1-00-PL-A-B5D8- G200-0001_Rev 04 received by the City Council, as Local Planning Authority, on the 19 December 2025, shall be implemented prior to the first use of the aparthotel element of the development hereby approved and retained and maintained in situ for as long as the development remains in use.

Reason - To ensure there is sufficient cycles stand provision at the development in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

-
- 36) Prior to the first use of the aparthotel element within of the development hereby approved, a scheme of highway works and details of footpaths reinstatement/public realm in relation to shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt this shall include the following:

- Footway improvement and reinstatement works around the perimeter of the application site including tactile paving and dropped kerbs;
- Resurfacing of Century Street;
- Creation of a loading bay and disabled bay on Trafford Street.

The approved scheme shall be implemented and be in place prior to the first use of the aparthotel element of the development hereby approved and thereafter retained and maintained in situ.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

- 37) Notwithstanding the TV reception survey, stamped as received by the City Council, as Local Planning Authority, on the 8 January 2020, within one month of the practical completion of the development or before the aparthotel element of 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 a 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 above. The measures identified must be carried out either before the building is 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.

- 38) The signage strategy shall be carried out in accordance with the Signage Strategy (Doc ref :10446-A-B5D8-RP-SS-001), prepared by Simpsonhaugh Received by the City Council, as Local Planning Authority, on the 15 December 2025 (as approved under CDN/25/1194).

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

39) DELETE

- 40) Prior to the first use of the aparthotel, details of the wind mitigation scheme, for the introduction of the screen to the viaduct, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented and be in place prior to the first use of the aparthotel and thereafter retained and maintained.

Reason - In the interest of visual amenity and to secure the appropriate wind mitigation measures pursuant to policy DM1 of the Manchester Core Strategy (2012).

- 41) The doorways to the ground floor entrances of building shall be carried out in accordance with drawing 10446 SHP-Z0-A-G200-PL-00-001. Received by the City Council, as Local Planning Authority, on the 15 December 2025 (as approved under CDN/25/1194).

The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained for as long the development remains in use.

Reason - To provide a satisfactory pedestrian environment pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

42) DELETE

- 43) All windows at ground level, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting

street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

- 44) The development hereby approved shall include for full disabled access to be provided to all areas of public realm and via the main entrances and to the floors above.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1.

- 45) Prior to the first use of the aparthotel hereby approved, a review of the pedestrian and cycling environment at the Trafford Street junction with Deansgate shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt this shall provide details on the current pedestrian and cycling environment including surfaces, quality of crossing points and adequacy of the visibility and safety between footways together with measures to improve the junction should it be determined necessary. Any approved mitigation as part of this review shall be implemented prior to the first use of the aparthotel.

Reason - In the interest of pedestrian and highway safety pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

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

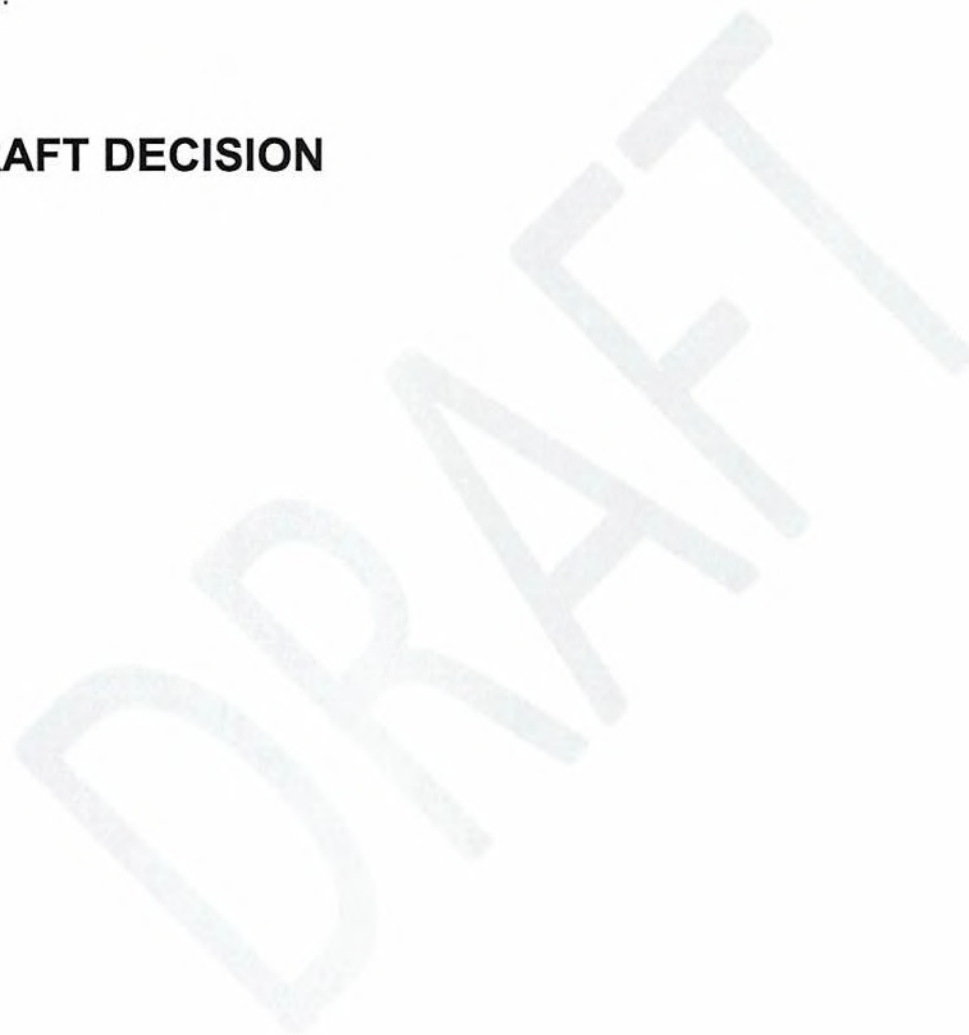
properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

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: www.manchester.gov.uk/roads-and-transport/street-naming-and-numbering

Date:

DRAFT DECISION



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

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1. To pay the Off-Site Contribution to the Council upon completion of this Agreement.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

1. To issue the Planning Permission within two (2) Working Days of the date hereof.
2. To use the Off-Site Contribution towards the provision of off-site street tree planting within the City Centre Boundary.
3. 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.
4. In the event that any part of the Off-Site Contribution paid to the Council has not been spent by the Council within ten (10) years of the date on which the Off-Site Contribution was paid to the Council the Council shall on the written request of the person making the payment repay to the party/person which paid the Off-Site Contribution such unspent balance (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment.

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

Gaynor Corfe

AUTHORISED SIGNATORY

EXECUTED AS A DEED by ASK DEANS GATE LTD

acting by Jeff Britnell
under a Power of Attorney dated 16th July 2026

[Redacted Signature]

Signature of Attorney

in the presence of:

[Redacted Signature]

Witness signature

Name: Tina Britnell

Address: Rodington Farmhouse Shrewsbury SY44QS

Occupation: PA



Certificate Of Completion

Envelope Id: 71CAD9E0-7D05-8C37-82FB-632BF7A0B924
Subject: Complete with Docusign: S.106 Deansgate ENGROSSMENT 24.07.26.pdf
File Number: PLA001/84215
Document Name: S.106 Agreement 325 Deansgate
Fee Earner Name: Elise Petit-Gould
Source Envelope:
Document Pages: 34
Certificate Pages: 4
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

Status: Completed

Envelope Originator:
Elise Petit-Gould
Legal Services, P0 Box 532
Town Hall
Manchester, London M60 2LA
[Redacted]
IP Address: [Redacted]

Record Tracking

Status: Original
24-Jul-26 | 08:15
Holder: Elise Petit-Gould
[Redacted]
Location: DocuSign

Signer Events

Jeff Britnell
[Redacted]
Security Level: Email, Account Authentication (None)

Signature

[Redacted]

Signature Adoption: Pre-selected Style
Using IP Address: [Redacted]
Signed using mobile

Timestamp

Sent: 24-Jul-26 | 08:26
Viewed: 25-Jul-26 | 08:45
Signed: 25-Jul-26 | 17:23

Electronic Record and Signature Disclosure:
Accepted: 25-Jul-26 | 08:45
ID: a29b5e12-bb4f-4dec-84af-c3d39f427828

Gaynor Corfe
[Redacted]
Head of Regeneration
Signing Group: Authorised Signatories
Security Level: Email, Account Authentication (None)

Signature Adoption: Uploaded Signature Image
Using IP Address: [Redacted]

Sent: 25-Jul-26 | 17:25
Viewed: 27-Jul-26 | 11:25
Signed: 27-Jul-26 | 11:25

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Elise Petit-Gould
[Redacted]
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: [Redacted]

Sent: 27-Jul-26 | 11:25
Viewed: 27-Jul-26 | 13:36
Signed: 27-Jul-26 | 13:38

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Seal Events

Timestamp

Seal Events		Timestamp
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Security Level: Digital Certificate		Sealed: 27-Jul-26 11:25
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Issuer: DocuSign Sealing CA - G2		Certificate policy:
Subject: CN=Manchester City Council Legal Services		[1]Certificate Policy:
		Policy Identifier=1.3.6.1.4.1.22234.2.14.3.43
		[1,1]Policy Qualifier Info:
		Policy Qualifier Id=CPS
		Qualifier:
		https://www.docusign.fr/societe/politiques-de-certifications
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Tina Britnell		Sent: 25-Jul-26 17:23
		Viewed: 25-Jul-26 17:24
PA		Signed: 25-Jul-26 17:25
Rodington farmhouse Rodington road Shrewsbury SY44QS	Signature Adoption: Pre-selected Style	
Witness for Jeff Britnell	Using IP Address:	
		
Security Level:	Signed using mobile	
Electronic Record and Signature Disclosure:		
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Certified Delivered	Security Checked	27-Jul-26 13:36
Signing Complete	Security Checked	27-Jul-26 13:38
Completed	Security Checked	27-Jul-26 13:38
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Manchester City Council (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Manchester City Council:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ryan.mcnicol@manchester.gov.uk

To advise Manchester City Council of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at ryan.mcnicol@manchester.gov.uk and in the body of such request you must state:

your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Manchester City Council

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to ryan.mcnicol@manchester.gov.uk and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Manchester City Council

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Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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