

Bennett Street, Ardwick, Manchester

Late Stage Review

Date of report: 14 August 2026

PREPARED FOR



savills

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Document History

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1.0	29.07.2026	Robert Waterhouse	Draft report issued to client
2.0	13.08.2026	Robert Waterhouse	Final report issued to client
3.0			

1. Executive Summary

- 1.1.1 This report, has been prepared for Manchester City Council, and provides an independent review of the Viability Review Assessment for the development at Bennett Street, Manchester that was produced by Kellen Homes (The Applicant).
- 1.1.2 The Applicants appraisal shows a Gross Development Value (GDV) of £74,654,992, based on the Pre-Sale price in the Development Funding Agreement.
- 1.1.3 Total build costs are £50,945,615 and other costs include professional fees (£4,149,081).
- 1.1.4 Developer profit is calculated at £11,198,248.80, which is 15% of GDV as per the Section 106 Agreement.
- 1.1.5 When accounting for the Benchmark Land Value (£15,540,000), plus costs and Section 106 Contribution that has been paid to date, the resultant Viability Payment is **-£8,391,614**, meaning no Viability Payment is due under the S106 Agreement.
- 1.1.6 Savills agrees with most of the Applicants assumptions and cost evidence, except for some discrepancies in the build costs based on the evidenced costs whereby Savills have identified £220,862 of cost variations which are unevidenced. Savills therefore calculate the all in build costs to be £50,724,752.
- 1.1.7 With revised build costs, the Viability Payment remains negative at **-£7,964,977** and Savills are therefore in agreement with the Applicant that no Viability Payment is due.

2. Introduction

2.1 Purpose of the Report

2.1.1 Savills have been instructed by Manchester City Council (the Council) to undertake an independent review of the Viability Review Assessment dated April 2026, submitted by Kellen Homes (the Applicant) in respect of the development known as Bennett Street, Ardwick, Manchester.

2.2 Overview of the Development

2.2.1 Bennett Street, is situated to the east of Manchester, in Ardwick a district located immediately south east of Manchester city centre, approximately 1 mile from Piccadilly. The area accommodates a mix of residential, commercial and industrial uses. The subject site lies approximately 1 mile east of Oxford Road Corridor, home to The University Manchester and Manchester Royal Infirmary.

2.2.2 Ardwick benefits from excellent transport connectivity, with direct access to the A6, A57 and Manchester Inner Ring Road, providing convenient links across Greater Manchester and the wider motorway network. Ardwick railway station offers regular services to Manchester Piccadilly and destinations across the North West, while the area is also well served by local bus routes and is within easy reach of Metrolink services at Piccadilly and New Islington. Manchester Airport is approximately 9 miles to the south.

2.2.3 The development comprises 272 x 2, 3 & 4 bedroom Build to Rent (BtR) units, between 2 and 4 storeys in height.

2.2.4 We understand from the Viability Review Assessment, that construction is progressing well on site, with practical completion targeted for late 2026.

2.3 Planning Application

2.3.1 The Site is subject to the following planning applications for the development:

- 134504/FO/2022: Scheme comprises construction of 272 residential units (use class C3) comprising 140 two, 100 three, 32 four bedrooms houses within buildings between two and four storeys in height, and a new community building (use class f2(b)), with associated car parking, access from Bennett Street, landscaping, creation of area of public realm, boundary treatment and other associated works, following demolition of existing buildings and structures on the site. This project also includes associated infrastructure works and access roads.

2.4 Section 106 (S106) Agreement

2.4.1 The planning permission (134504/FO/2022) is subject to a signed S106 Agreement dated 28 February 2023, which we attach at **Appendix A**.

2.4.2 The S106 Agreement notes that a Viability Review Assessment is to be undertaken to determine whether any surplus is identified, which can be used to provide a Viability Payment.

2.4.3 The applicant has provided the Viability Review Assessment in accordance with Schedule 3 and Schedule 5 of the S106 Agreement which we summarise below:

Table 2.1 - Viability Appraisal

Viability Template
GDV

1	Open Market Gross Development Value	£
2	Open Market Net Development Value (NDV) = GDV less Sales Incentive	£
3	GDV of Pre Sale (PS) Element (Contract to be evidenced)	£
Costs		
4	Profit Level – based upon 20% of GDV of Open Market Value	£
5	Profit Level – based upon 15% of GDV of PS Element	£
6	All in build cost – [Includes – House Build (Superstructure), Plot Costs (incl. Substructure), Infrastructure, Overheads and Prelims]	£
7	Schedule of abnormal costs TBA.	£
8	Contingency on build costs and abnormals TBA	£
9	Professional fees on build costs and abnormals TBA	£
10	Sales and Marketing Costs TBA	£
11	Agreed planning stage Section 106 commuted sum payment	£
12	Finance Cost of TBA	£
13	Interest cost on Deposits - TBA	£
14	Tax Relief - TBA	£
15	Agreed Land Value (The Lower of 1. Benchmark Land Value set at Planning Consent Stage of £15,540,000 or 2. Actual Land Value – to be evidenced)	£
16	Agreed Stamp Duty @ 4%	
17	Agreed Site Legal and Agents Fees @ 1% of Land Value	
18	TOTAL GROSS DEVELOPMENT COSTS (GDC)	
19	Surplus = NDV - GDC	
20	VIABILITY PAYMENT	

NB: Viability Payment Cannot Exceed £9,508,800

2.4.4

In summary, the Viability Appraisal is required to be submitted once construction of the residential dwellings is 75% complete. At the point the Viability Appraisal is triggered, the Viability Appraisal should be submitted in the form of the viability template detailed in Schedule 5 (as set out at Table 2.1 above) of the S106 Agreement. The Viability Appraisal should confirm the Total GDV , the Total Costs and the Viability Payment .

3. Late Stage Assessment

3.1 Overview

3.1.1 Table 3.1 below shows the Viability Appraisal assumptions that have been made by the Applicant.

Table 3.1 – The Applicants Viability Appraisal

Viability Template				
	Input	Assumption	Evidence	Comment
1	Open Market Gross Development Value	N/A		
2	Open Market Net Development Value (NDV) = GDV less Sales Incentives	N/A		
3	GDV of Pre Sale (PS) Element (Contract to be Evidenced)	£74,654,992		
4	GDV OF THE SCHEME			
5	Profit Level – based upon 20% of GDV of Open Market Value	N/A		
6	Profit Level – based upon 15% of GDV of PS Element	£11,198,248.80		As per S106 agreement
7	All in build cost – [Includes – House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims]	£50,945,614.53		
8	Schedule of Abnormals	Not Included		
9	Contingency on build costs and abnormals	£45,387		
	Professional fees on build costs and abnormals	£4,149,081		
10	Sales and Marketing costs	N/A		Pre-Sale to Sigma

11	Agreed planning stage Section 106 sum payment	£18,000		Savills to Check.
12	Finance Costs	£366,275		
13	Interest cost on Deposits	N/A		
14	Tax Relief	N/A		
15	Agreed Land Value - The Lower of 1. Benchmark Land Value set at Planning Consent Stage of £15,540,000 or 2. Actual Land Value to be Evidenced.	£15,540,000	Sigma Contract includes a land value of £16,600,000	BLV of £15,540,000 adopted as the lower value.
16	Agreed stamp Duty @ 4%	£618,000		As per S106 agreement – Savills to check
17	Agreed Site legal and Agents Fee @1% of Land Value	£166,000		As per S106 agreement – Savills to check
15	TOTAL GROSS DEVELOPMENT COSTS (GDC)	£83,046,606.33	Sum of 5-15 inclusive	
16	Surplus = NDV - GDC	-£8,391,614.33	(3-15)	
23	VIABILITY PAYMENT:	£Nil		
24	Maximum Viability Surplus	£9,508,800	Based on S106 Agreement	

3.1.2

The Applicant stated that the result of the Viability Payment is a deficit of -£8,391,614 and therefore no Viability Payment is required.

3.1.3

We have reviewed the Viability Appraisal assumptions adopted by The Applicant in the following sections.

3.2 Gross Development Value

3.2.1

The Applicant has noted that the GDV is £74,654,992, and that this reflects the price received under the Pre-Sale in accordance with the definition of GDV:

“Pre-Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date.

3.2.2

For this development, Kellen Homes (Contractor) has entered into a Construction Agreement with Sigma PRS Developments Limited (Employer). In this, Sigma has committed to provide funding to Kellen Homes to assist the development of the project going forward subject to a Scheme Price of £58,054,992 and a Land Price of £16,600,000 this equates to total of £74,654,992. On completion

of the development, Sigma PRS Developments Limited will retain the development as a PRS investment or look to dispose of the whole Development.

3.2.3 We have been provided a copy of the construction agreement and land contract and confirm the details above to be correct.

3.2.4 We have therefore adopted this figure as the GDV within our assessment.

3.3 Total Costs

3.3.1 We have reviewed the individual cost elements that have been submitted by The Applicant in the following sections.

Developer Profit on Costs

3.3.2 The Applicant has calculated a profit of £11,198,248.80 which is based upon the 15% of GDV on Pre-Sale in accordance with the S106 agreement.

3.3.3 We have reviewed the S106 agreement and note that it does refer to 15% of GDV on a Pre-Sale. We are therefore happy that the £11,198,248.80 is correct and reflects 15% on GDV.

Build Costs

3.3.4 The Applicant has confirmed all-in build costs of £50,945,614.53. They note that these are based upon actual build costs incurred plus a forecast to PC.

3.3.5 We requested supporting invoices to assess the all in build cost. We have been provided with the coins and variations orders against all costs.

3.3.6 We have reviewed these orders across the period to assess if they correlate with the construction costs and cashflow provided by the Applicant.

3.3.7 There are a couple of minor discrepancies across multiple cost lines, where we have identified £220,862 of un evidenced costs, primarily due to subsequent variations or missing evidence where we have excluded the cost from the total cost figure.

3.3.8 Based on this, we have adopted total build costs of £50,724,752 net of the above discrepancies within our appraisal.

Contingency

3.3.9 The Applicant has included £45,387 as contingency cost. This was based on 2.5% of the forecasted costs to completion. We consider this a reasonable assumption and have adopted 2.5% of the forecasted costs to completion provide to us of £2,339,471, resulting in a contingency of £58,487 which we have adopted within our appraisal.

Professional Fees

3.3.10 The Applicant has included costs of £4,149,081 for all professional fees. They note that these are based upon actual soft costs incurred, with a sample of invoices to date.

3.3.11 We have reviewed the supporting evidence for professional fees and no invoices have been provided within the appendices. We therefore requested evidence of a sample of the invoices from DS2.

3.3.12 We have reviewed these invoices of the sample consultants and confirm they correlate with the professional fees and cashflow that we have been provided.

3.3.13

As a sense check, we have considered the professional fees as a % of build costs. Professional fees of £4,149,081 equate to 8.1% of total build costs of £50,945,615. We expect professional fees to fall between 6-8% of build costs and therefore consider the overall professional fees to fall within the normal range.

3.3.14

We have therefore adopted this figure within our assessment.

S106 Payment

3.3.15

The Applicant has included £18,000 for S106 contribution paid to date as per the S106 agreement.

3.3.16

We have reviewed the supporting evidence and understand the monies relates to MCC's legal and managements fees and not S106 contributions. The Applicant has provided evidence of funds to MCC for these items equating to £14,987.85. These cost are administrative, and should be accounted as professional fees.

3.3.17

For simplicity, we accept these fees to be included as development costs, but note they do not constitute S106 contributions. We have included S106 fees of £14,987.85 within our appraisal.

Finance / Borrowing rate

3.3.18

The Applicant has included £366,275 of finance costs within their appraisal. As the scheme was forward funded, we have queried this with the Applicant who confirm that the site was purchased by Kellen prior to the forward funding agreement with Sigma was finalised, and they incurred short term borrowing costs during 2023 in the interim.

The Applicant has provided evidence from Excello Law detailing interest payments for the sum of £154,400 on the land purchase and a cash flow of interest on works prior to the D&B contract with sigma totalling £112,273. The cash flow is not verified with payment evidence, therefore we have not included in our appraisal until provided.

We have therefore included interest payment of £154,400 within our appraisal.

Land Value

3.3.19

The Applicant has included the benchmark land value of £15,540,000, as per the amount included in the S106.

3.3.20

The extant S106 agreement states "Agreed Land Value (The Lower of 1) Benchmark Land Value set at planning consent stage of £15,540,000 or 2) Actual Land Value — to be evidenced).

3.3.21

The Applicant has provided the Sigma contract which includes land at a value of £16,600,000.

3.3.22

We therefore accept that the BLV to be the lower value and to be included within the appraisal.

3.3.23

Stamp duty has been calculated by the Applicant at 4% of land value equating to £618,000, as stated in the S106 agreement viability template. We have checked this calculation and note a slight error as the stamp duty has been calculated on £15,450,000. Based on the BLV of £15,540,000, stamp duty of 4% should equate to £621,600.

3.3.24

We have therefore adopted a land value of £15,540,000 and stamp duty of £621,600 within our appraisal.

Agreed Site Legal & Agents Fee

3.4

The Extant S106 agreement viability templates states "Agreed Site Legal & Agents Fees @ 1% of Land Value".

3.5

The Applicant has adopted a cost of £166,000 based on 1% of their actual purchase price. As per section 3.4, it has been determined that the BLV will be adopted as the land value, therefore the legal fee and agent costs should be reflective of this.

3.6

Based on the BLV of £15,540,000, a 1% fee equates to £155,400. We have adopted this within our appraisal.

Total Costs

3.6.1

Based on their inclusions, the total costs that the Applicant has included in their Viability Appraisal is £83,046,606.

3.7 Viability Payment

3.7.1

To calculate the Viability Payment, the calculation is:

Surplus = (Net Development Value – Gross Development Costs)

3.7.2

Using the Applicants assumptions, this equates to:

(£74,654,992 - £83,046,606.33 = -£8,391,614.33)

As the surplus equates to a deficit of -£8,391,64.33, the Applicants calculations result in a Viability Payment of £nil.

3.7.3

We have sense-checked this calculation and note that it is correct.

3.7.4

Notwithstanding this, we have identified several discrepancies across multiple cost lines within the evidenced build costs, where the variation contracts vary by £220,862 and have therefore included in **Table 3.2** below, our assessment of the Viability Payment adopting the variations we have noted and detailed in section 3.

Table 3.2 – Savills Viability Appraisal 1

Savills Viability Appraisal		Assumption	Comment
Input			
1	Open Market Gross Development Value	N/A	
2	Open Market Net Development Value (NDV) = GDV less Sales Incentives	N/A	
3	GDV of Pre Sale (PS) Element (Contract to be Evidenced)	£74,654,992	Agreed
4	GDV OF THE SCHEME		
5	Profit Level – based upon 20% of GDV of Open Market Value	N/A	
6	Profit Level – based upon 15% of GDV of PS Element	£11,198,248.80	Agreed

Land at Bennett Street, Ardwick, Manchester M12 5NL

7	All in build cost – [Includes – House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims]	£50,724,752.53	Costs to date, as per evidence provided, plus forecast costs to completion. (£220,862 lower than applicant)
8	Schedule of Abnormals	N/A	Agreed
9	Contingency on build costs and abnormals	£58,487	Applicants states 2.5% of forecasted costs. We have adopted the same on the forecasted costs provided.
	Professional fees on build costs and abnormals	£4,149,081	Agreed
10	Sales and Marketing costs	N/A	Agreed
11	Agreed planning stage Section 106 sum payment	£18,000	
12	Finance Costs	£154,400	Figure reflective of evidenced costs to date.
13	Interest cost on Deposits	N/A	Agreed
14	Tax Relief	N/A	Agreed
15	Agreed Land Value - The Lower of 1. Benchmark Land Value set at Planning Consent Stage of £15,540,000 or 2. Actual Land Value to be Evidenced.	£15,540,000	Agreed - Sigma Contract includes a land value of £16,600,000. BLV remains the lower value.
16	Agreed stamp Duty @ 4%	£621,600	Recalculated against the correct land value.
17	Agreed Site legal and Agents Fee @1% of Land Value	£155,400	Recalculated against the Benchmark land value.
15	TOTAL GROSS DEVELOPMENT COSTS (GDC)	£82,619,969	Sum of 5-15 inclusive
16	Surplus = NDV - GDC	-£7,964,977	(3-15)
23	VIABILITY PAYMENT:	£Nil	
24	Maximum Viability Surplus	£9,508,800	Based on S106 Agreement

- 3.7.5 Savills Viability Appraisal results in a surplus of **-£7,964,977**.
- 3.7.6 We therefore agree with the Applicant that no Viability Payment is due.

4. Conclusion

4.1.1 This report has assessed the Applicant's Viability Appraisal for Land at Bennett Street, Ardwick, Manchester.

4.1.2 The Applicant concluded that no Viability Payment was due, as their Viability Appraisal resulted in a negative Viability Payment of **-£8,391,614**.

4.1.3 Savills have undertaken a review of the Applicant's Viability Appraisal, assessing the assumptions that have been included against evidence provided.

4.1.4 Savills agree with the majority of the assumptions. Where specific costs have been provided, invoices have been provided by the Applicant to substantiate these costs.

4.1.5 The main difference was with the build costs, whereby Savills have identified £200,862 of costs that did not correlate to the evidence, due to contract variations or missing evidence, which we have excluded from the assessment.

4.1.6 Full finance costs were not fully evidenced, therefore we have only included evidenced costs within our appraisals.

4.1.7 Savills have undertaken a Viability Appraisal using the revised build costs. This results in a negative Viability Payment of **-£7,964,977**.

4.1.8 Savills are therefore in agreement with the Applicant that no Viability Payment is due.

Appendix A – S106 Agreement

DATED 28th February 2023

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

BARRY BURROWS, DIANE SUSAN BURROWS, SUSI ELIZABETH BURROWS AND THE
SANTHOUSE PENSIONER TRUSTEE COMPANY LIMITED AS TRUSTEES OF THE
UNIEXPRESS DIRECTORS RETIREMENT BENEFIT SCHEME

- and –

WILLIAM JOHN QUINN

- and –

MANCHESTER BUILDING SOCIETY

- and –

KELLEN HOMES LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Bennett Street, Ardwick, Manchester M12 5NL

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/EVD3001/4000

THIS AGREEMENT is made the 28th day of February 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (**"the Council"**),
- (2) **BARRY BURROWS, DIANE SUSAN BURROWS AND SUSI ELIZABETH BURROWS** all of 5a Dominus Way, Meridian Business Park, Leicester LE19 1RP and **THE SANTHOUSE PENSIONER TRUSTEE COMPANY LIMITED**, a company incorporated in England and Wales (company number 01670940) whose registered office is at 5a Dominus Way, Meridian Business Park, Leicester, LE19 1RP as trustees of **THE UNEXPRESS DIRECTORS RETIREMENT BENEFIT SCHEME** (**"the First Owners"**)
- (3) **WILLIAM JOHN QUINN** of Riverside House, Park Road, Stalybridge, Cheshire, SK15 1TA (**"the Second Owner"**)
- (4) **MANCHESTER BUILDING SOCIETY** whose registered office is at 125 Portland Street, Manchester M1 4QD (**"the Mortgagee"**)
- (5) **KELLEN HOMES LIMITED** (incorporated in England and Wales with company number 12807501 whose registered office is at 1st Floor 103 Dalton Avenue, Birchwood Park, Warrington, United Kingdom, WA3 6YF (**"the Developer"**))

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 First Owners are the freehold owners of the part of the Site registered at the Land Registry with Title Absolute under Title Numbers GM872465, LA196965, GM889697, GM889698 and GM889699 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The First Owners have also applied to the Land Registry for the registration of a possessory freehold of an unregistered part of the Site under Title Number MAN402383, with this application currently pending.
- D The Second Owner is the freehold owner of the part of the Site registered at the Land Registry with Title Absolute under Title Number GM965287 together with but subject to all matters contained or referred to in the Title Register thereunder.
- E The Mortgagee is interested in the Site by virtue of the Legal Charge and has agreed to enter into this Agreement to give its consent to the terms of the Agreement.

- F The Developer submitted the Application 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
- G 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 Owners the Developer and the Mortgagee entering into this Agreement without which planning permission would not be granted
- H The Owners the Developer and the Mortgagee have 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
- I The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £9,508,800 (nine million five hundred and eight thousand eight hundred pounds), being the Maximum Contribution, towards the provision of Affordable Housing within the Administrative Boundaries of Manchester However the Developer has stated that there are viability issues affecting the development of the Site and have submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of any financial contribution would render the Development unviable The Owners and the Developer have agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement
- J 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,

“Affordable Housing” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same,

“Agreement” shall mean this agreement,

“Anticipated Date of Completion of Construction” means the date upon which the Owners and Developer anticipate that the Completion of Construction of the relevant percentage of Dwellings referred to in this Agreement shall take place,

“Application” the application to which the Council gave the reference 134504/FO/2022 for planning permission for the erection of 272 dwellings (Use Class C3) within buildings between two and four storeys in height ,and a new community building (Use Class F2(b)), with associated car parking, access from Bennett Street, landscaping, creation of area of public realm, boundary treatment and other associated works, following demolition of existing buildings and structures on the site,

“Calculation Date” shall be upon the Completion of Construction of 75% of the Dwellings,

“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 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,

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same 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 and **“Developed”** shall be construed accordingly,

“Dwelling” a unit of 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,

“Forward Funding Arrangement” a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development or the retention of the whole or part of the Development by the Developer on Completion of Construction as a Private Rental Sector (PRS) Investment For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided for example for the purpose of covering the construction costs of any dwelling that is to be sold on the Open Market to an individual purchaser or purchasers jointly will not be classed as a Forward Funding Arrangement,

“Forward Sale” the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the single sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development FOR THE AVOIDANCE OF DOUBT a committed sale and purchase contract for an individual purchaser to acquire any individual Dwelling within the Site will not be classed as a Forward Sale notwithstanding that the relevant contract details (without limitation) payments made on completion of the sale of the Dwelling,

“GDC” means gross development cost as defined in Appendix F of the RICS guidance note 1st edition entitled “Financial viability in planning” and assigned reference GN 94/2012 or any replacement, update or amendment of the same 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 said Appendix F of the RICS guidance note,

“GDV” means gross development value as defined in Appendix F of the RICS guidance note 1st edition entitled “Financial viability in planning” and assigned reference GN 94/2012 or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development In addition the Council will accept in the calculation of GDV the actual sale prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein,

“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 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,

“Legal Charge” a registered charge registered against title number GM965287 comprising part of the Site dated 20 April 2005,

“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 £8,162 85 (eight thousand one hundred and sixty two pounds and eighty five pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“Maximum Contribution” the sum of £9,508,800 (nine million five hundred and eight thousand eight hundred pounds) Index Linked towards the provision of Affordable Housing within the Administrative Boundaries of Manchester,

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same,

“Occupation” means 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” and “Occupied” shall be construed accordingly,

“Owners” the First Owners and the Second Owner,

“Plan” the plan attached to the Agreement,

“Planning Obligations” shall mean the obligations of the Owners specified in the Schedules,

“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,

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date,

“Private Rental Sector Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owners will retain the whole or part of the Development on Completion of Construction as a Private Rental Sector Investment,

“Private Rental Sector Investment” means a Development that will deliver new-build homes for the private rental market, with all of the Dwellings to be retained by the Owners on Completion as an investment,

“Profit Level” means in the case of a Pre Sale when the Gross Margin is equivalent to 15% of the GDV and in all other cases is when the Gross Margin is equivalent to 20% of the GDV,

“Regulations” the Community Infrastructure Levy Regulations 2010 as amended,

“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,

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

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the first edition of the Guidance Note published in August 2012 by the Royal Institution of Chartered Surveyors titled “Financial Viability in Planning” or any amendment, update or replacement of the same,

“Viability Assessment Fee” the sum of £10,000 (ten thousand pounds) 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 Owners to the Council if the Viability Appraisal shows that the Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution The Viability Payment will be payable within the timescale set out in the provisions contained in 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 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 Owners the Developer 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 Owners and the Developer

3 CONDITION PRECEDENT

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17 and 18 which shall have immediate effect

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owners or

the Developer) 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 OWNERS' AND THE DEVELOPER'S COVENANTS

5.1 The Owners and the Developer on behalf of themselves and any person deriving title to any part of the Site from the Owners hereafter hereby covenant with the Council so as to bind 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 the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owners and the Developer 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 the Owners and the Developer 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 the Owners and the Developer

7.2 If the Council the Owners and the Developer 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 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 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 Owners agree with the Council to give the Council immediate written notice of any change in ownership of any of their 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 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 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 AND LAND REGISTRY ENTRY

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

11 2 For the purpose of noting this Agreement on the title of the Owners at the Land Registry the Owners will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Owners' solicitor's completed Land Registry account key number details inserted in the form The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Owners will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Owners from the Land Registry

11 3 In the event that any requisitions are raised by the Land Registry in connection with the application for registration the Owners will ensure that such requisitions are dealt with promptly

11 4 The Council will upon receipt of a written request of the Owners' 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 5 The costs of registration and cancellation pursuant to clauses 11 2, 11 3 and 11 4 above shall be met by the Owners 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 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 First Owners at 5a Dominus Way, Meridian Business Park, Leicester LE19 1RP,

14 1 3 to the Second Owner at their registered last known address,

14 1 5 to the Mortgagee at their registered office address,

14 1 6 to the Developer at their registered office address

15 FEES

15 1 The Developer 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 Developer nor absolve the Owners or the Developer from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15 3 The Developer shall on the date hereof pay to the Council the Management Fee,

15 4 When submitting the Viability Appraisal the Owners shall pay to the Council the related Viability Assessment Fee within 10 Working Days of their receipt from the Council of an invoice detailing the amount

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 MORTGAGEE

19 1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site in the form of the Legal Charge will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the Legal Charge

19 2 Notwithstanding clause 19 1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it

20. DEVELOPER'S CONSENT

The Developer hereby consents to the Owners entering into this Agreement and acknowledges that upon the Developer attaining a legal estate in the Site its interest in the Site will be bound by the planning obligations in this Agreement

21. LIMIT ON LIABILITY

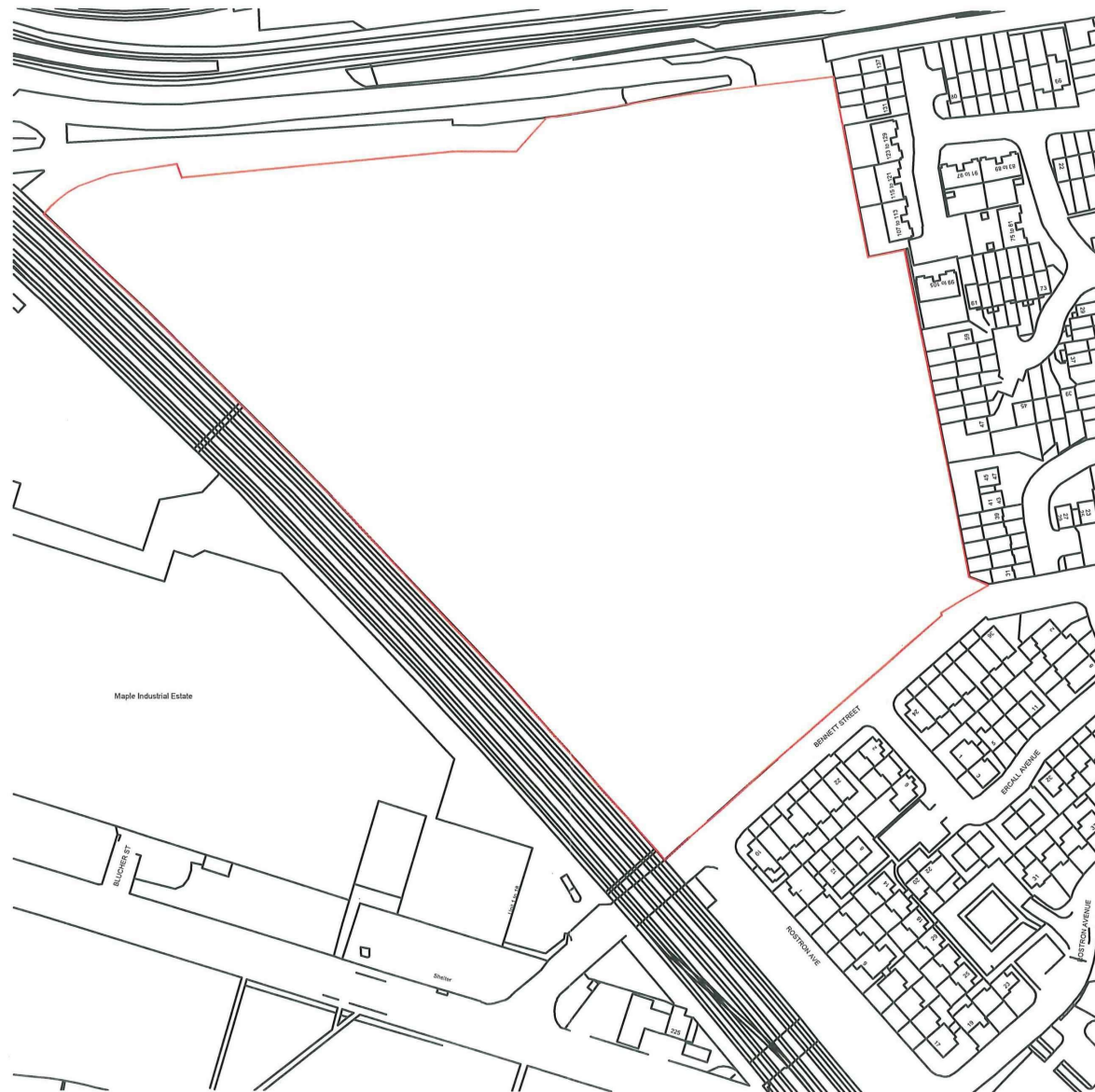
The liability of The Santhouse Pensioner Trustee Company Limited shall not be personal but shall be limited to the value of the Uniexpress Directors Retirement Benefit Scheme ('the **Pension Scheme**') There shall be no liability in respect of The Santhouse Pensioner Trustee Company Limited if they cease to be a trustee of the Pension Scheme, the Site or any part of it

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

SCHEDULE 1

The Site

Land at Bennett Street, Ardwick, Manchester M12 5NL, Manchester and shown for the purposes of identification only edged red on the Plan



GCOP

[Handwritten signatures and initials]

Revision	Date	Amendment	Initials

Development	Bennett Street		
Location	MANCHESTER		
Marketing Name			
Drawing Title	Location Plan		
Drawing Number	KH/BSM/LP/01		
Revision	Scale @ A1	1:2500	
Drawn By	BP	Date Started	20.05.22
Checked by	RC	Date Checked	

1st Floor, 103 Dalton Avenue, Birchwood Park,
Warrington WA3 6YE
T: 01925 363108 W: www.kellenhomes.com



SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)**Planning Permission****Applicant**

Kellen Homes Limited
C/o Agent

Agent (if used)

Ed Britton
Deloitte
Hanover Building
Corporation Street
Manchester
M4 4AH

Part 1 – Particulars of the application/development

Proposal Erection of 272 dwellings (Use Class C3) within buildings between two and four storeys in height, and a new community building (Use Class F2(b)), with associated car parking, access from Bennett Street, landscaping, creation of area of public realm, boundary treatment and other associated works, following demolition of existing buildings and structures on the site

Location Land At Bennett Street, Manchester, M12 5NL

Date of application 9 August 2022

Application number 134504/FO/2022

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** 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 / agent in a positive and proactive manner to guide the application through all stages of the planning process and resolve any issues that arose in dealing with the planning application. The original submission raised initial concerns about the route of the diverted culvert, drainage, highways matters, biodiversity, and affordable housing, these matters have been satisfactorily resolved and the appropriate conditions have been attached

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

Location plan ref KH/BSM/LP/01 received 26th July 2022,
Acacia House type floor plans ref. 22041(PL)200 ,
Cedar House type floor plans ref 22041(PL)201 ;
Hickory House type floor plans ref 22041(PL)202 ,
Larch House type floor plans ref 22041(PL)203 ,
Olive House type floor plans ref 22041(PL)204 ,
Palm House type ground and first floor plans ref 22041(PL)205 ,
Palm House type second floor plans ref 22041(PL)206 ,

Acacia House type elevation plans ref 22041(PL)300 rev B ,
Cedar proposed elevations plan - A ref 22041(PL)301 rev A ,
Hickory proposed elevations plan ref 22041(PL)302 rev A ,
Larch proposed elevations plan ref. 22041(PL)303 rev A ,
Olive proposed elevations plan ref. 22041(PL)304 rev A ,
Palm proposed elevations plan ref 22041(PL)305 rev.A ;
Cedar proposed elevations plan - B ref 22041(PL)306 rev A ,
Proposed apartment blocks and elevations plan ref. 22041(PL) 901 ,
Proposed corner apartment plans and elevations plan ref 22041(PL) 902 ,
Site sections plan ref KH006 A-104 rev A (notwithstanding site layout which is superseded by

Design and Access Statement dated July 2022,
Planning Statement July 2022,
Statement of Consultation dated July 2022,
Aboriginal Impact Survey ref P 1967 22 rev C dated July 2022,
Air Quality Assessment ref 5742r2 dated 26th July 2022,
Archaeological Desk- Based Assessment report ref 3587 R01 dated July 2022
Archaeological Desktop Report prepared by Nexus Heritage,
Biodiversity Net Gain Assessment V0 5 report ref 19414 dated July 2022,
Crime Impact Statement Version A 19 07 2022 ref 2020/0183/CIS/02
Preliminary Ecological Appraisal v0 1 ref 19414 dated June 2022,
Sustainability Strategy and Environmental Standards Statement,
Flood Risk and Drainage Assessment rev 5 ref FD019
Local Labour Agreement
Noise and Vibration Assessment doc ref 50-636-R1-4 dated July 2022,
Residential Travel Plan Framework dated July 2022 ref 3683
Transport Assessment dated July 2022 ref 3683 (as updated by Highways Note V1 (November 2022) -3663
Ventilation Strategy
Construction Environmental Management Plan July 2022
Phase I & II Geoenvironmental Site Assessment 15-425-R1- Version 2 dated July 2022
Remediation and Enabling Works Strategy ref 15-425-R2-2 dated July 2022
received 27th July 2022,

Community plan layout and elevations ref KH006 A-900;
Bin Store GA plan ref KH006 A-702
Waste Management Proforma
received 9th August 2022

Viability Report by Northern Land Agency dated August 2022 received 22nd August 2022,
Agent email dated 14th September 2022 relating to revised levels of cycle storage provision
Completed Basic Asset of Protection Agreement Proforma received 1st September 2022,

Revised Highways Drainage Strategy rev C received 30th September 2022,

Email from applicant regarding HS2 access and HS2 Access plan ref KH006 A-506 received 17th October 2022,
Highways Note V1 (November 2022) -3663 by Eddisons received 18 11 2022
Site layout plan ref KH006 A-100 rev.H,
Coloured site layout plan ref KH006 A-101 rev C ,
Storey Heights plan ref KH006 A-102 rev D ,
Boundary treatments plan ref KH006 A-300 rev J,
Hard landscape plan ref KH006 A-400 rev E
Waste Management Plan ref KH006 A-700 rev.D,
Materials Layout plan ref. KH006 A-200 rev D

Received 16th December 2022

Energy Statement v1 5 dated July 2022, received 10th January 2023,

CCTV Survey Inspection report (drains) dated 18 07 2023, PAS 12 Survey S22-291 Utility plan, PAS 12 Survey S22-291 Utility plan (2) received 10th January 2023,

Content of Email from planning agent dated 19th January 2023
Content of Email from applicant dated 20th January 2023 in regard to electric vehicle charging points

Surface water diversion plan ref 22122/104/1 Rev C received 19th January 2023,
Boundary treatment details plan ref KD-A -515 received 20th January 2023,
Landscaping masterplan ref. BS_LP001 rev C received 23rd January 2023,
Sequential test dated January 2023 received 23rd January 2023 (in regard to flood matters).

Site layout plan ref. KH006 A-100 rev K, Window Gable Plan ref KH 006 A-105 received 26th January 2023

Culvert Diversion Masterplan ref. HK 006 -CD-1000 received 20th February 2023

Reason - To ensure that the development is carried out in accordance with the approved plans, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

3) Prior to the commencement of the development, a detailed construction management plan outlining working practices during development shall be submitted to and approved in writing by the local planning authority, which for the avoidance of doubt should include,
o The routing of construction traffic,

- o Detail the vehicular activity associated with the construction including appropriate swept path assessment,
- o Details of the location and arrangements for contractor parking,
- o The identification of the vehicular access points into the site,
- o 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,
- o The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location,
- o A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site.
- o Identify measures to reduce noise emissions,

Development shall be carried out in accordance with the approved construction management plan

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

4) Notwithstanding the materials annotated on the Materials Layout plan ref KH006 A-200 rev D, prior to above ground works, samples and specifications of all materials to be used on all external elevations of the development 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 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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

5) Prior to above ground works, full detailed designs (including specifications) of all on site and off site highways works (including any measures required at the junction of Bennett Street and Hyde Road, Traffic Regulation Orders, and traffic calming) and a delivery sequence, shall be submitted to and approved in writing by the City Council as local planning authority. The highway works shall be implemented in accordance with the approved details and approved delivery sequence, and all the agreed works shall be completed prior to the first dwelling unit being occupied

Reason - In the interests of highway safety, pursuant to policy T1 of the Manchester Core Strategy (2012)

6) The car parking indicated on the approved plans for the dwellings (including apartments), shall be surfaced, demarcated and made available for use prior to the associated dwellings (including apartments), hereby approved being occupied. The car parking shall then be available at all times whilst the dwellings (including apartments), are occupied

Reason - To ensure that there is adequate car parking for the development proposed when the building is occupied, pursuant to Policies T2, SP1 and DM1 of the Manchester Core Strategy (2012)

7) Prior to above ground works commencing for the development, and notwithstanding the cycle storage details in the email form the applicant dated 20th January 2023, finalised detailed designs and provision of space for cycle storage for the dwellinghouses and the Community Building, together with the elevational designs of the proposed cycle stores for the apartments, shall be submitted to and approved in writing by the City Council as local planning authority. The cycle stores shall be implemented in accordance with the approved details, and all the agreed works shall be completed prior to the proposed accommodation being brought into use, and be retained thereafter

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to mode of transport in order to comply with Policies SP1, T1, T2, EN6 and DM1 of the Manchester Core Strategy (2012) and the guidance provided within the National Planning Policy Framework and the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance

8) Prior to the commencement of any works associated with the construction of the new highway routes and vehicular access points hereby approved, full engineering details of the new traffic calming measures (such as raised tables) within the development and a delivery sequence, shall be submitted to and approved in writing by the City Council as local planning authority. The development shall not be occupied until the works have been constructed in accordance with the approved details, and the measures shall be retained at all times thereafter

Reason - In the interests of highway safety due to the increased traffic flow generated from the development, pursuant to policy T1 of the Manchester Core Strategy (2012)

9) a) Before the development hereby approved is first occupied, a Full Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. 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 attending or employed in the development
- ii) a commitment to surveying the travel patterns of staff during the first three months of use of the development 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

b) Within six months of the first occupation of the development (or an alternative timescale to be agreed in writing with the Local Planning Authority), a revised Travel Plan, which takes into account the information about travel patterns gathered pursuant to item (ii) above, shall be submitted to and approved in writing by the City Council as local planning authority for the development. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full for the development at all times when the development hereby approved is in use

Reason - To assist promoting the use of sustainable forms of travel to the development, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012) and the Guide to Development in Manchester SPD (2007)

10) Prior to the occupation of the development, finalised details of the specifications of the provision of electric vehicle charging points at both the apartments and houses shown on plan ref A100 rev K hereby approved within the development, shall be submitted to and approved by the local planning authority. The approved scheme to install the electric vehicle charging point applicable to any dwellinghouse and to parking spaces for the apartments shall be completed prior to that accommodation being occupied, and shall thereafter be managed and maintained in accordance with the approved details.

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 Manchester Core Strategy (2012)

11) Before the development hereby approved commences, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as local planning authority. The Preliminary Risk Assessment shall conform to City Council's current guidance document (Planning Guidance in Relation to Ground Contamination)

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been 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 the 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.

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.

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 - 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 Manchester Core Strategy (2012)

12) No infiltration of surface water drainage into the ground where adverse concentrations of contamination are known or suspected to be present is permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development shall be carried out in accordance with the approval details.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution in line with paragraph 174 of the National Planning Policy Framework, pursuant to policies EN17 and EN18 of Manchester Core Strategy (2012).

13) Piling or any other foundation designs using penetrative methods shall not be permitted other than with the express written consent of the local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to groundwater. The development shall be carried out in accordance with the approved details.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution in line with paragraph 174 of the National Planning Policy Framework pursuant to policies EN17 and EN18 of the Manchester Core Strategy (2012).

14) Deliveries, servicing and collections to the Community Building (Class F2(b)) including waste collections shall not take place outside the following hours: 07:30 to 20:00, Monday to Saturday. There shall be no deliveries/waste collections on Sundays/Bank Holidays.

Reason - In order to protect the amenity of local residents and in accordance with policies SP1 and DM1 of the Manchester Core Strategy (2012).

15) The hours of use of the Community Building (Class F2(b)) are to be submitted to and agreed in writing by the City Council as Local Planning Authority, prior to the first occupation of the Community Building (Class F2(b)). The Community Building shall only be occupied in accordance with the approved hours of opening.

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Manchester Core Strategy (2012).

16) There shall be no provision for equipment for the amplification of sound at the Community Building (Class F2(b)).

Reason - To protect the amenity of residents from the harmful effects of noise pursuant to Core Strategy policy DM1 and saved Unitary Development Plan policy DC26.

17) Before the Community Building (Class F2(b)) use hereby approved commences, a scheme for the storage and disposal of refuse for the Community Building shall be submitted to and approved in writing by the City Council as local planning authority.

The scheme shall be implemented as approved, as part of the development, before the Community Building is brought into use and shall remain in situ for as long as the Community Building is in use

Reason -To protect the amenity and public health of the occupiers , once the development hereby approved is occupied, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

18) a) Prior to above ground works, a scheme for acoustically insulating the proposed residential accommodation against noise from the nearby trainlines 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

The approved noise insulation and ventilation scheme shall be completed before any of the directly associated 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 rail line it shall be necessary for vibration criteria to apply which can be found in BS 6472 2008 "Guide to evaluation of human exposure to vibration in buildings" Groundborne noise/re-radiated noise shall also be factored into the assessment and design.

b) Prior to first occupation of the residential units which have been acoustically insulated , a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report The report shall also undertake post completion testing to confirm that the internal noise 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 internal noise criteria

Reason - To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved UDP policy DC26.

19) a) Prior to first occupation of the dwellings and apartments hereby approved, finalised details a scheme for the storage and disposal of refuse (including finalised elevational design of bin stores), 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 dwellings and apartments are occupied

Reason - In the interests of amenity and public health, pursuant to policies EN19 and DM1 of the Manchester Core Strategy (2012)

20) The development shall only be carried out in accordance with sections 3 4 and 4 in the Crime Impact Statement Version A 19/07/22 ref 2020/0183/CIS/02 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 for that the development

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and to reflect the guidance contained in the National Planning Policy Framework

21) The development shall be implemented in accordance with the Culvert Diversion Masterplan ref HK 006 -CD-1000 received 20th February 2023

Reason - To ensure safe development through appropriate consideration of culverted watercourse assets, pursuant to policy EN14 of the Manchester Core Strategy (2012)

22) No development shall take place until surface water drainage works have been implemented in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national standards and details that have been submitted to and approved in writing by the Local Planning Authority

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to policies within the NPPF and NPPG, and policies EN08 and EN14 in the Manchester Core Strategy (2012)

23) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme and the culverted ordinary watercourses have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include

Verification report providing photographic evidence of construction as per design drawings, which shall include flow control and attenuation components;

As built construction drawings if different from 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

Management and maintenance plan for the culverted ordinary watercourses which shall include confirmation of responsible party

Evidence of post-installation survey and post-piling survey to confirm culvert integrity

Reason- To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and a maintenance mechanism for the lifetime of the development, pursuant to policies EN8, EN14, EN17 and DM1 of the Manchester Core Strategy (2012)

24) Prior to any above ground works, finalised details of finished floor levels within the dwelling units and apartment blocks shall be submitted to and approved by the local

planning authority The development shall be implemented in accordance with the details approved

Reason - To reduce the impact of flooding on the proposed development and future occupants, pursuant to policies within the NPPF and NPPG, and policies EN8, EN14, and DM1 of the Manchester Core Strategy (2012)

25) No development works shall take place until a programme of archaeological works has been implemented in accordance with a Written Scheme of Investigation (WSI) has been submitted to and approved in writing by the local planning authority The WSI shall cover the following

1 A phased programme and methodology of investigation and recording to include

- archaeological evaluation trenching,

- pending the results of the above, a targeted open-area excavation

2 A programme for post-investigation assessment to include

- production of a final report on the results of the investigations and their significance

3 Deposition of the final report with the Greater Manchester Historic Environment Record

4 Dissemination of the results of the archaeological investigations commensurate with their significance

5 Provision for archive deposition of the report and records of the site investigation.

6 Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI

Reason- In accordance with NPPF policy 16, paragraph 205 To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) and to make this evidence (and any archive generated) publicly accessible, and pursuant to policies EN3 and DM1 of the Manchester Core Strategy (2012)

26) Prior to the occupation of the development, details of the strategy for all external lighting, including lighting on the buildings, within the building's curtilage, and lighting units within the public realm works, shall be submitted to, and approved in writing by, the City Council as local planning authority The development shall be implemented in accordance with the approved details

Reason - To ensure adequate lighting within the development and to ensure full accessibility within the public realm works, and would not adverse impact on protected species pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012)

27) If , when the lighting units are illuminated, they cause glare or light spillage which is in the opinion of the City Council as Local Planning Authority to the detriment of adjoining and nearby residential properties, such measures as the Council as Local Planning Authority confirm in writing that they consider necessary including baffles and/or cut-offs shall be installed on the lighting units and adjustments shall be made to the angle of the lighting units and the direction of illumination, which shall thereafter be retained in accordance with details which have received the prior written approval of the Local Planning Authority

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of existing and proposed nearby residential accommodation, pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012)

28) The development shall only include windows to the side gables of dwellinghouses in accordance with the details shown on the Window Gable Plan ref: KH006 A-105 , and those dwellinghouses with first floor bathroom windows in the gable at first floor level shall prior to first occupation , and for so long as they are occupied , have the first floor bathroom windows obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy(2012)

29) No removal of or works to any trees or shrubs or works to or demolition of buildings or structures that may be used by breeding birds shall take place during the main bird breeding season 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site Any such written confirmation should be submitted to the local planning authority

Reason - In order to provide protection to nesting birds, pursuant to Policy EN15 of the Manchester Core Strategy (2012)

30) Prior to any above ground works in the development hereby approved, a scheme and programme for delivering biodiversity enhancement at the site (including the provision of bird boxes/sparrow terraces and bat boxes/bricks) , shall be submitted to and approved in writing by the City Council as the local planning authority The biodiversity enhancement measures shall be implemented in accordance with the approved scheme and programme, prior to the occupation of the buildings, and retained at all times thereafter

Reason - To ensure that landscape and ecology management is adequately in place and to ensure the longevity of new planting in different areas of the site and to comply with policy EN15 of the Manchester Core Strategy (2012)

31) Prior to any the commencement of development (including ground works and 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 invasive plant species on site The measures shall be carried out strictly in accordance with the approved scheme

Reason - To prevent the spread of invasive species in accordance with the Wildlife and Countryside Act 1981, and in accordance with policies EN9 and EN15 of the Manchester Core Strategy (2012)

32)

a)The landscaping scheme for the development shall be implemented in accordance with Landscaping masterplan ref BS_LP001 rev C received 23rd January 2023

b) Prior to any ground works in connection with the soft landscaping areas shown on Landscaping masterplan ref BS_LP001 rev C, finalised details of the species , and associated planting locations, together a management and maintenance strategy, for the proposed landscaping shall be submitted to and approved in writing by the City Council as local planning authority

c)The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings are first 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 in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development

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 Manchester Core Strategy (2012)

33) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans specified in condition no 2 and particulars, and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the first occupation of the development for its 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 Manchester Core Strategy (2012)

34) a) The development hereby approved shall be carried out in accordance with the document titled ' Sustainability Strategy and Environmental Standards Statement, and Energy Statement v1 5 dated July 2022

b) A post construction review certificate/statement shall be submitted for approval for the development, within a timescale that has been previously agreed in writing for the development , 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 Manchester Core Strategy (2012) and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework

35) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no part of the residential development shall be used for any other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of Class C3(a) For the avoidance of doubt, this does not preclude two unrelated people (who are not part of a single household or otherwise) sharing a property

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 Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework

36) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that Order with or without modification) the apartments hereby approved shall be used only as private dwellings (which description shall not include serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of Class C3(a) For the avoidance of doubt, this does not preclude two unrelated people (who are not part of a single household or otherwise) sharing a property

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval, 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

Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework

37) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no garages, extensions, porches, roof alterations or outbuildings shall be erected onto the dwellings within the development hereby approved other than those expressly authorised by this permission

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

38) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no windows shall be inserted into the elevations of the dwellinghouses hereby approved other than those shown on the approved drawings specified in condition 2

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012)

39) Notwithstanding the Town and Country Planning (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 buildings shall be undertaken save where it is 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 (2012)

40) a) The boundary treatment shall be implemented in accordance with the details on plan ref Boundary treatments plan ref KH006 A-300 rev J and Boundary treatment details plan ref KD-A -515 in respect of the wall and railing, and low railing with plinth boundary treatment designs

b) Finalised elevational designs of the other boundary treatments annotated on Boundary treatments plan ref KH006 A-300 rev J shall be submitted to and approved in writing by the City Council as local planning authority, prior to implementation

c) A programme for the sequenced delivery of boundary treatments

The approved scheme shall be implemented in full before the dwellings are first occupied and retained as such thereafter

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 in order to comply with Policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012), and the guidance provided within the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance

41) The Community Building hereby approved as indicated on drawing Site layout plan ref KH006 A-100 rev.K, be occupied as Class F2(b)) Community Building and for no other purpose in the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, and in the interest of residential amenity, pursuant policy DM1 of the Manchester Core Strategy (2012)

42) a) Prior to above ground works , 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) 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)

43) Prior to any above ground works in connection with the Community Building, and prior to the first occupation of any of the residential units across any part of the overall development , a timeframe for the construction of the Community Building (Class F2(b)use) 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 approved timeframe and retained thereafter.

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, pursuant policy DM1 of the Manchester Core Strategy (2012)

44) Prior to the Community Building (Class F2(b)use) being occupied and brought into use. Details of the maintenance and management of the Community Building (Class F2(b)use) shall be submitted to and approved in writing by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details.

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, pursuant policy DM1 of the Manchester Core Strategy (2012).

45) The development shall be implemented in accordance with the details for the temporary and permanent access to the rail line to the northern boundary of the site for the purposes of access in conjunction with the realignment of the Blackbrook culvert for HS2 works as shown on HS2 access plan ref: KH006 A-506 received 17th October 2022.

Reason - In the interests of protecting access to the rail line in conjunction with the realignment of the Blackbrook culvert for HS2 works, pursuant to policies EN 14, EN 17, DM1 and SP1 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:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Mining Information

The proposed development lies within an area which could be subject to current coal mining or hazards resulting from past coal mining. Please read the Standing Advice from the Coal Authority in Appendix A.

Licensing, hoarding / scaffolding

The applicant is advised that any requirements for licensing, hoarding / scaffolding, building maintenance and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel 0161 234 5004)

Cadent gas apparatus

Cadent have identified operational gas apparatus within the application site boundary. This may include a legal interest (easements or wayleaves) in the land which restricts activity in proximity to Cadent assets in private land. The Applicant must ensure that proposed works do not infringe on Cadent's legal rights and any details of such restrictions should be obtained from the landowner in the first instance. If buildings or structures are proposed directly above the gas apparatus then development should only take place following a diversion of this apparatus. The Applicant should contact Cadent's Plant Protection Team at the earliest opportunity to discuss proposed diversions of apparatus to avoid any unnecessary delays. If any construction traffic is likely to cross a Cadent pipeline then the Applicant must contact Cadent's Plant Protection Team to see if any protection measures are required. All developers are required to contact Cadent's Plant Protection Team for approval before carrying out any works on-site and ensuring requirements are adhered to. Email: plantprotection@cadentgas.com Tel: 0800 688 588

Environment Agency Advice - Contaminated Land - Model Procedures and Good Practice

Due to the former land use(s), soil and /or groundwater contamination may exist at the site and the associated risks to controlled waters and conditional requirements presented, the Environment Agency recommend that the developer should

- Follow the risk management framework provided in Guidance on Land contamination risk management (LCRM) Land contamination risk management (LCRM) - GOV.UK (www.gov.uk), when dealing with land affected by contamination
- Refer to their Guiding principles for land contamination for the type of information that they require in order to assess risks to controlled waters from the site - the local authority can advise on risk to other receptors, such as human health
- Consider using the National Quality Mark Scheme for Land Contamination Management which involves the use of competent persons to ensure that land contamination risks are appropriately managed
- Refer to the contaminated land pages on gov.uk for more information
- Refer to 'The Environment Agency's approach to groundwater protection'

All investigations of land potentially affected by contamination should be carried out by or under the direction of a suitably qualified competent person and in accordance with BS 10175 (2001) Code of practice for the investigation of potentially contaminated sites and guidance of the NPPF (referenced above)

Environment Agency Advice -Waste on-site

The CL AIRE Definition of Waste Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material arising from site during remediation and/or land development works is waste or has

ceased to be waste Under the Code of Practice

- excavated materials that are recovered via a treatment operation can be reused onsite providing they are treated to a standard such that they are fit for purpose and unlikely to cause pollution

- treated materials can be transferred between sites as part of a hub and cluster project

- some naturally occurring clean material can be transferred directly between sites

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on-site operations are clear If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays

For further guidance on the matter of waste classification and management, they recommend that the developer should refer to

- The position statement on the Definition of Waste Development Industry Code of Practice

- The waste management page on GOV UK

Environment Agency Advice - Waste to be taken off-site

Contaminated soil that is (or must be) disposed of is waste Therefore, its handling, transport, treatment and disposal are subject to waste management legislation, which includes

- Duty of Care Regulations 1991

- Hazardous Waste (England and Wales) Regulations 2005

- Environmental Permitting (England and Wales) Regulations 2016

- The Waste (England and Wales) Regulations 2011

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically in line with British Standard BS EN 14899 2005

'Characterization of Waste - Sampling of Waste Materials - Framework for the Preparation and Application of a Sampling Plan' and that the permitting status of any proposed treatment or disposal activity is clear If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays

If the total quantity of hazardous waste material produced or taken off-site is 500kg or greater in any 12 month period, the developer will need to register with us as a hazardous waste producer. Refer to the hazardous waste pages on GOV UK for more information

Environment Agency Advice - Sustainable Urban Drainage Systems (SUDS)

Approved Document Part H of the Building Regulations 2000 establishes a hierarchy for surface water disposal, which encourages a SUDS approach

Under Approved Document Part H the first option for surface water disposal should be the use of SUDS, which encourage infiltration such as soakaways or infiltration trenches In all cases, it should be established that these options are feasible, can be adopted and properly maintained and would not lead to any other environmental problems For example, using soakaways or other infiltration methods on contaminated land carries groundwater pollution risks and may not work in areas with a high water table Where the intention is to dispose to soakaway, these should be shown to work through an appropriate assessment carried out under Building Research Establishment (BRE) Digest 365

Environment Agency Advice - Dewatering (associated with construction activities)

Dewatering is the removal/abstraction of water (predominantly, but not confined to, groundwater) in order to locally lower water levels near the excavation. This can allow operations to take place, such as mining, quarrying, building, engineering works or other operations, whether underground or on the surface. Any dewatering activities on-site could have an impact upon local wells, water supplies and/or nearby watercourses and environmental interests.

This activity was historically exempt from requiring an abstraction licence. However, since 1 January 2018, most cases of new planned dewatering operations above 20 cubic metres a day will require a water abstraction licence, granted by the Environment Agency, prior to dewatering activities commencing at the site. More information on this topic is available on gov.uk.

<https://www.gov.uk/guidance/water-management-apply-for-a-water-abstraction-or-impoundment-licence#apply-for-a-licence-for-a-previously-exempt-abstraction>

Environment Agency Advice - Discharging to Surface Water

If dewatering and discharging into surface water is required during development, the following Regulatory Position Statement will apply: 'Temporary dewatering from excavations to surface water'.

<https://www.gov.uk/government/publications/temporary-dewatering-from-excavations-to-surface-water>

Corn Brook

The Environment Agency does not provide flood warnings for Corn Brook. The flood alerts the Environment Agency provide for this area relate to the Lower Irwell catchment - A catchment wide alert is not suitable for preparation of a flood evacuation plan.

Further to the above, the Environment Agency recommends that consideration be given to the incorporation into the design and construction of the development flood proofing measures. These measures can include barriers on ground floor doors, windows and bringing electrical services into the building and siting these services at high level. Where possible, reference and consideration should be made to the Department for Communities and Local Government publication 'Preparing for Floods'. Please email communities@twoten.com for a copy or alternatively go to:

<http://www.planningportal.gov.uk/uploads/odpm/4000000009282.pdf>

The Environment Agency also recommends reference to the communities and local government publication 'Improving the flood performance of new buildings' which can be viewed at:

<http://www.communities.gov.uk/publications/planningandbuilding/improvingflood>

Additional guidance can be found on their website at <https://www.gov.uk/prepare-for-a-flood> or by contacting Floodline on 0345 988 1188.

Definition of waste

In relation to any waste materials on the site, the Environment Agency advises that the CL AIRE Definition of Waste Development Industry Code of Practice (version 2) provides operators with a framework for determining whether or not excavated material

arising from site during remediation and/or land development works is waste or has ceased to be waste. Under the Code of Practice, excavated materials that are recovered via a treatment operation can be reused on-site providing they are treated to a standard such that they are fit for purpose and unlikely to cause pollution. Treated materials can be transferred between sites as part of a hub and cluster project. Some naturally occurring clean material can be transferred directly between sites. Developers should ensure that all contaminated materials are adequately characterised both chemically and physically, and that the permitting status of any proposed on-site operations are clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

The Environment Agency recommend that developers should refer to the position statement on the Definition of Waste, Development Industry Code of Practice, and the waste management page on GOV.UK.

Waste to be taken off-site

Contaminated soil that is (or must be) disposed of is waste. Therefore, its handling, transport, treatment and disposal are subject to waste management legislation, which includes:

Duty of Care Regulations 1991

Hazardous Waste (England and Wales) Regulations 2005

Environmental Permitting (England and Wales) Regulations 2016

The Waste (England and Wales) Regulations 2011

Developers should ensure that all contaminated materials are adequately characterised both chemically and physically in line with British Standard BS EN 14899:2005.

'Characterization of Waste - Sampling of Waste Materials - Framework for the Preparation and Application of a Sampling Plan' and that the permitting status of any proposed treatment or disposal activity is clear. If in doubt, the Environment Agency should be contacted for advice at an early stage to avoid any delays.

If the total quantity of hazardous waste material produced or taken off-site is 500kg or greater in any 12 month period, the developer will need to register with us as a hazardous waste producer.

Refer to the hazardous waste pages on GOV.UK for more information.

HS2

The developer shall continue to engage in discussions with HS2 in regard to the siting of the dwellings in the north eastern corner of the site as shown on plan KH006 A-100 rev K, to ensure that the route of the future Black Brook culvert diversion (permanent works) and construction work site areas associated with the diversion works are safeguarded.

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.

Appendix A



The Coal
Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

Standing Advice valid from 1st January 2023 until 31st December 2024

SCHEDULE 3

THE OWNERS' AND THE DEVELOPER'S GENERAL COVENANTS

The Owners hereby covenant with the Council as follows

- 1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development that the Development has Commenced
- 2 To provide prior notification to the Council in writing at least 10 (ten) Working Days in advance of the Anticipated Date of Completion of Construction of 75% (seventy five percent) of the Dwellings
- 3 Within 10 (ten) Working Days of the Calculation Date
 - 3 1 to confirm to the Council in writing whether the Development was subject to a Pre Sale, and
 - 3 2 to provide the Council with a copy of the Viability Appraisal for possible agreement by the Council,
- 4 In the event that the Council shall have served a notice on the Owners pursuant to paragraph 5 2 of Schedule 4 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owners and the Council shall have failed to agree the Viability Appraisal within 28 Working Days of the notice served by the Council pursuant to paragraph 5 2 of Schedule 4, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she 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,
- 5 The Viability Appraisal not by way of limitation shall include and confirm
 - 5 1 the GDV, and
 - 5 2 the GDC,
- 6 Viability Payment
 - 6 1 In the event that the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owners shall pay to the Council the Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution and the Viability Assessment Fee in accordance with paragraph 7 2 below,
 - 7 2 The Owners shall pay to the Council the Viability Payment within 28 days of the agreement by the Council of the Viability Appraisal or if applicable within 28 Working Days of the Viability Appraisal being determined pursuant to paragraph 4 of this Schedule 3
 - 7 3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows 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

SCHEDULE 4

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owners and the Developer 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 any of the Owners 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 paid those Contributions to the Council
- 4 To issue the Planning Permission within two (2) Working Days of the date hereof
- 5 Within 28 (twenty eight) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either -
 - 5 1 stating that it accepts the Viability Appraisal or,
 - 5 2 correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions

SCHEDULE 5

VIABILITY TEMPLATE

Site location, Land at Bennett Street, Ardwick, Manchester M12 5NL, Manchester

Open Market Gross Development Value (GDV) £

Open Market Net Development Value (NDV) = GDV less Sales Incentives £

GDV of Pre Sale (PS) Element (Contract to be evidenced) £

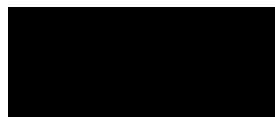
Profit Level – based upon 20% of GDV of Open Market Value	£
Profit Level – based upon 15% of GDV of PS Element	£
All in build cost – [Includes - House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£
Finance cost of TBA	£
Interest cost on Deposits - TBA	£
Tax Relief - TBA	-£
Agreed Land Value (The Lower of 1) Benchmark Land Value set at Planning Consent Stage of £15,540,000 or 2) Actual Land Value – to be evidenced)	£
Agreed Stamp Duty @ 4%	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Surplus = NDV - GDC	
VIABILITY PAYMENT –	

NB – Viability Payment Cannot Exceed £9,508,800

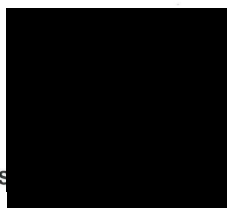
THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:



01119320

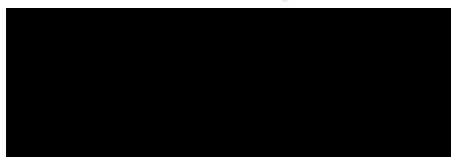


AUTHORISED SIGNATORY



SIGNED AS A DEED by BARRY BURROWS

in the presence of:

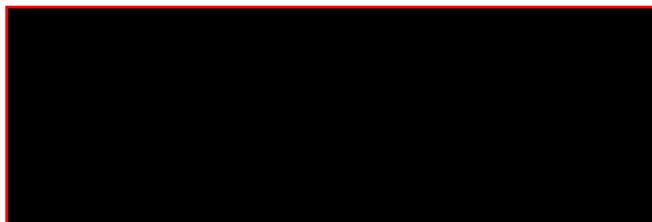


Witness signature:

Witness name:

Witness

Address:

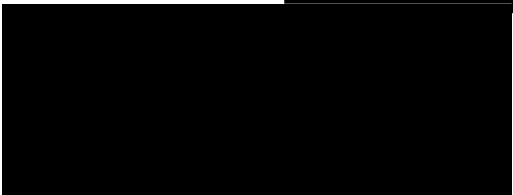


Occupation:

SIGNED AS A DEED by DIANE SUSAN BURROWS



in the presence of



Witness signature

Witness name

Witness

Address

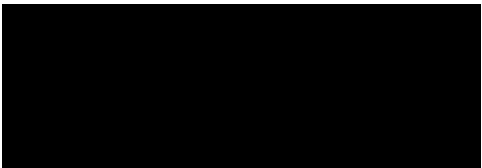


Occupation

SIGNED AS A DEED by SUSI ELIZABETH BURROW



in the presence of



Witness signature

Witness name

Witness

Address



Occupation

EXECUTED AS A DEED by THE SANTHOUSE PENSIONER TRUSTEE COMPANY LIMITED

acting by a director

DIRECTOR

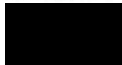
Signature:



Name (in block capitals) Rocky LEANDERS

IN THE PRESENCE OF:

Signature:

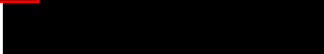


Name: (in block capitals) Hugo WITTS

Address:



SIGNED AS A DEED by WILLIAM JOHN QUINN



in the presence of:

Witness signature



Witness name:

Sharon Fogarty

Witness

Address:

Occupation:



EXECUTED UNDER SEAL AS A DEED by MANCHESTER BUILDING SOCIETY



Witnessed by



Authorised Signatory

Signed as a deed by [*MARK CARRUTHER*]



as attorney for

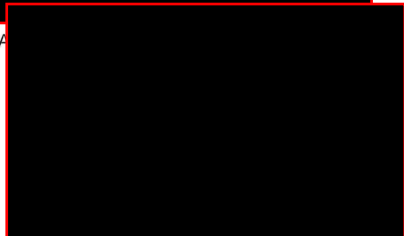
KELLEN HOMES LIMITED in the presence of: [] as attorney for Kellen Homes Limited

Signature of witness:



Name (IN BLOCK CAPITALS)

Address:



Occupation:

Contact

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