

DATED

2nd September

2026

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

MPH ANCOATS LTD

- and -

QUANTUM DEVELOPMENT FINANCE LTD

DEED OF VARIATION

relating to Section 106 Agreement dated 7 May
2021 relating to Land at 267-275 Oldham Road in
the City of Manchester and made pursuant to
Section 106 of the Town and Country Planning Act
1990 (as amended)

THIS DEED is made the 2nd day of September 2026

BETWEEN

1. **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester, M60 2LA (the **"Council"**);
2. **MPH ANCOATS LTD** (incorporated in England with company number 10901539) whose registered office is at Hilton House, 26-28 Hilton Street, Manchester, M1 2EH (the **"Owner"**).
3. **QUANTUM DEVELOPMENT FINANCE LTD** (incorporated in England with company number 14936274) whose registered office is at 13 Dirty Lane, London, SE1 9PA (the **Chargee"**).

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.
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM135732, GM470546, GM135731 and GM153161 and together with but subject to all matters contained or referred to in the title register thereunder.
- C The Chargee has an interest in the Site by virtue of the Legal Charge.
- D On 7 May 2021 the Owner along with the Council entered into the Original Agreement. The Original Agreement was entered into pursuant to the Original Application and the Original Planning Permission was granted.
- E On 17 September 2025 the Owner submitted the Section 73 Application under S.73 of the Act to the Council for the variation of conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) attached to the Original Planning Permission;
- F The Council has resolved to grant the Section 73 Permission subject to the prior completion of this Deed.
- G The parties hereto have agreed to vary the terms of the Original Agreement in the manner set out herein.

1. DEFINITIONS AND INTERPRETATIONS

1.1. All words and phrases defined in the Original Agreement shall have the same meaning in this Deed unless explicitly stated otherwise.

1.2. For the purposes of this Deed the following expressions shall have the following meanings:

“Deed”	means this deed of variation entered into to vary the Original Agreement;
“Section 73 Application”	means the planning application submitted under Section 73 of the Act to the Council on 17 September 2025 and given reference 144011/JO/2025 for the variation of conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) attached to the Original Planning Permission;
“Section 73 Permission”	means the planning permission to be granted pursuant to the Section 73 Application (a draft a which can be found at Appendix 2);
“Original Agreement”	means the agreement dated 7 May 2021 and made between the Council of the City of Manchester (1), MPH Ancoats Ltd (2), Adam Assets Limited (3) Maimunah Maqbool (4) Adia Amjad, Mohammed Ashraf and Rafia Ashraf (5) and Handelsbanken Plc (6), dated 7 May 2021 (a copy of which can be found at Appendix 1)
“Original Application”	means the planning application submitted by the Owner to the Council and given reference 127971/FO/2020 for the erection of a 6-storey building to form 90 residential apartments (Use Class C3a) following demolition of existing structures with associated access, car parking, amenity space, landscaping and other associated works at 271 Oldham Road Manchester M40 7PS;
“Original Planning Permission”	means the planning permission dated 7 May 2021 and granted pursuant to the Original Application;

2. OPERATIVE PROVISIONS

- 2.1. The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 4 of this Deed.
- 2.2. Save as varied by this Deed the Original Agreement shall remain in full force and effect.
- 2.3. If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired.
- 2.4. This Deed is a local land charge and shall be registered as such.
- 2.5. The provisions of this Deed shall take effect upon the grant of the Section 73 Permission.

3. STATUTORY BASIS

- 3.1. This Deed is made pursuant to the provisions of section 106 and section 106A of the Act and the covenants contained in this Deed are planning obligations for the purposes of those sections.
- 3.2. Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

4. VARIATION TO THE ORIGINAL AGREEMENT

4.1 Insert the following new definitions and make the following amendments to Clause 1.1 of the Original Agreement:

4.1.1 **"Legal Charge"** means the charge dated 26th March 2024 registered under title number GM135731;

4.1.2 **"Original Application"** means the planning application submitted by the Owner to the Council and given reference 127971/FO/2020 for the erection of a 6-storey building to form 90 residential apartments (Use Class C3a) following demolition of existing structures with associated access, car parking, amenity space, landscaping and other associated works at 271 Oldham Road Manchester M40 7PS;

4.1.3 **"Original Planning Permission"** means the planning permission dated 7 May 2021 and granted pursuant to the Original Application.

4.1.4 **"Planning Application"** means either the "Original Application" or the "Section 73 Application"

4.1.5 **"Section 73 Consents"** means any planning permission granted by the Council in pursuance of an application made by the Owner in relation to the Site under section 73 of the Act;

4.1.6 **"Section 73 Application"** means the planning application submitted under Section 73 of the Act to the Council on 17 September 2025 and given reference 144011/JO/2025 for the variation of conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) attached to the Planning Permission";

4.1.7 **"Section 73 Permission"** means the planning permission to be granted pursuant to the Application submitted under Section 73 of the Act;

4.1.8 **"Street Tree Contribution"** means the sum of THIRTY-TWO THOUSAND POUNDS (£32,000) Index Linked payable to the Council towards the planting, establishment and maintenance of street trees in the vicinity of the Site.

4.2 The following definitions included in Clause 1.1 of the Original Agreement shall be amended as follows:

4.2.1 **"Development"** means the development undertaken on the Site pursuant to the Planning Permission as specified in either the Original Application or the Section 73 Application and **"Developed"** shall be construed accordingly;

4.2.2 **"Owner"** means the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM135732, GM470546, GM135731 and GM153161;

4.2.3 **"Planning Permission"** means either the "Original Planning Permission" or the "Section 73 Permission"

4.3 The definition for **"Application"** shall be deleted from the Original Agreement.

4.4 A new Clause 20 shall be added to the Original Agreement:

"Unless otherwise agreed in writing between the parties to this Agreement, if Section 73 Consents are granted by the Council then, with effect from the date that each such Section 73 Consents is (are) granted:

20.1 the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all

subsequent Section 73 Consents and the Site itself without any further act by the parties; and

20.2 the definitions of Development, Planning Application and Planning Permission in this Deed shall be construed to include references to any applications under Section 73 of the 1990 Act, the Section 73 Consents granted pursuant to any such application and the development permitted by such Section 73 Consent; and

20.3 in the event that a new planning permission is granted by the Council pursuant to section 73 of the 1990 Act in respect of the Planning Permission the obligations in this Deed shall relate to and continue to bind the Development carried out pursuant to any such subsequent planning permission and the definitions of Planning Application, Planning Permission and Development shall be construed as including reference to the application for and the grant of any such planning permission and development without the need to enter into a further deed of variation or new agreement pursuant to section 106 of the 1990 Act unless the Council in determining the application made pursuant to section 73 of the 1990 Act requires a separate deed under section 106 of the 1990 Act to secure relevant planning obligations relating to the new planning permission.

PROVIDED THAT:

20.4 Nothing in this clause 20 shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act, and in particular nothing shall prevent the Council from requiring a deed of variation to this Agreement and/or a separate planning obligation pursuant to section 106 of the 1990 Act as a pre-condition of the grant of any Section 73 Consent(s)

20.5 to the extent that any of the obligations in this Agreement have already been discharged at the date that any Section 73 Consent(s) are granted they shall remain discharged for the purposes of the application of the obligations in this Agreement to the Section 73 Consent(s)."

4.5 In Schedule 2, a new paragraph 4 is inserted as follows:

"4. Street Tree Contribution

4.1 To pay to the Council the Street Tree Contribution on completion of this Deed"

4.6 Replace Schedule 3 by a new Schedule 3:

"Schedule 3 - The Council's Covenants

The Council hereby covenants with the Owner as follows;

1. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;
2. To use the Street Tree Contribution towards the planting, establishment and maintenance of Street Trees in the vicinity of the Site;
3. In the event that any part of the Viability Payment or the Street Tree Contribution has not been spent by the Council within 10 years of the date on which it was paid the Council shall on the written request of the Owner repay to the party/person which made the payment such unspent balance (excluding any such sums in respect of which though not yet expended by the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment;
4. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment or the Street Tree Contribution within twenty (20) Working Days of a written request to do so from the party/person who paid the Viability Payment or the Street Tree Contribution to the Council;
5. To issue the Planning Permission within 2 Working Days of the date hereof. "

5. COUNCIL'S COSTS

The Owner covenants to pay the Council on the date of this Deed such reasonable and proper sum as is notified in respect of the Council's legal and administrative costs in connection with the negotiation and completion of this Deed.

6.CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or statutory successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

7. WARRANTY AS TO TITLE

The Owner warrants to the Council that save as noted on the registers of title numbers GM135731, GM470546, GM135732 and GM153161 as at 14 November 2025, no other person has any interest in the Site as at the date hereof.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

9. NOTICES

Any notice or document served on or sent pursuant to this Deed shall either be delivered personally or sent by recorded delivery service or any replacement of the same

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

9.2 to the Owner at their last known address.

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

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

AUTHORISED SIGNATORY Gaynor Corfe



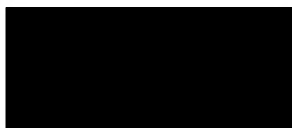
Executed as a Deed by **MPH ANCOATS LTD**

acting by Howard Lord, a director in the

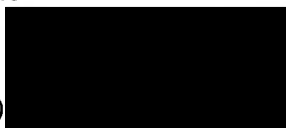
presence of:

..... Stephen Oster

Director



Witness signature



Name (Capitals)

Stephen Oster

Address



Occupation

Head of A&D

Executed as a Deed by **QUANTUM DEVELOPMENT FINANCE LTD**

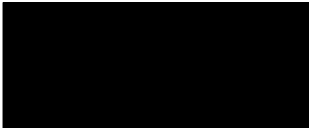
acting by Oliver Thompson, a director in the

presence of:

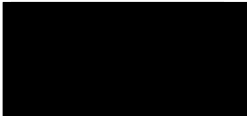
Tom Laslett

.....

Director



Witness signature



Name (Capitals)

Tom Laslett

Address



Occupation Credit Manager

APPENDIX 1

The Original Agreement

DATED 7th May 2021

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

MPH ANCOATS LTD

- and -

ADAM ASSETS LIMITED

- and -

MAIMUNAH MAQBOOL

- and -

ADIA AMJAD, MOHAMMED ASHRAF, RAFIA ASHRAF

- and -

HANDELSBANKEN PLC

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to land at 267-275 Oldham Road,
in the City of Manchester**

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

EVD3001/3819

THIS AGREEMENT is made the

7th

day of

May

2021

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester M60 2LA (the "**Council**"),
- (2) **MPH ANCOATS LTD** (incorporated in England with company number 10901539) whose registered office is at The Courtyard, Royal Mills, 17 Redhill Street, Manchester M4 5BA, (the "**First Owner**")
- (3) **ADAM ASSETS LIMITED** (incorporated in England with company number 7355762) whose registered office is at 46 Park Road, Manchester, M8 4HU (the "**Second Owner**"),
- (4) **MAIMUNAH MAQBOOL** of, 46 Park Road, Manchester, M8 4HU (the "**Third Owner**"),
- (5) **ADIA AMJAD, MOHAMMED ASHRAF AND RAFIA ASHRAF** of 38 Stevendale Avenue, Stockport, SK4 4AW (the "**Fourth Owner**"), and,
- (6) **HANDELSBANKEN PLC** (incorporated in England with company number 11305395) whose registered office is at 3 Thomas More Square, London, E1W 1WY (the "**Chargee**")

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
- B The First Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number GM135732 and together with but subject to all matters contained or referred to in the title register thereunder
- C The Second Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number GM470546 together with but subject to all matters contained or referred to in the title registers thereunder
- D The Third Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number GM135731 together with but subject to all matters contained or referred to in the title register thereunder
- E The Fourth Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title numbers GM153161 and together with but subject to all matters contained or referred to in the title register thereunder
- F The Chargee has an interest in part of the Site by virtue of the Legal Charge
- G The First Owner 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
- H The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application

- I The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted
- J The Council has determined that the Development in order to comply with the Local Plan requires a payment of £1,607,025 00 (one million six hundred and seven thousand and twenty five pounds) ("**Maximum Contribution**") as a contribution towards off-site Affordable Housing within the Administrative Boundaries of Manchester However, the Owner 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 by the Owner of any financial contribution would render the Development unviable The Owner has 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
- K The Council is satisfied that the obligations in this Agreement are,
- 1 necessary to make the Development acceptable in planning terms,
 - 2 directly related to the Development, and
 - 3 fairly and reasonably related in scale and kind to the Development

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

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

"**Act**" the Town and Country Planning Act 1990 as amended,

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

"**Agreement**" this agreement,

"**Anticipated Date of Completion of Construction**" means the date upon which the Owner anticipates that the Completion of Construction of the relevant percentage of Dwellings referred to in this Agreement shall take place,

"**Affordable Housing**" affordable housing as defined in the NPPF that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

"**Application**" the application to which the Council gave the reference 127971/FO/2020 for erection of a 6 storey building to form 90 residential apartments (Use Class C3a) following demolition of

existing structures with associated access, car parking, amenity space, landscaping and other associated works at 271 Oldham Road Manchester M40 7PS,

"Calculation Date" shall be upon the Completion of Construction of 100% 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,

"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,

"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 which includes residential apartments and townhouse accommodation (C3) 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 years post-qualification experience

"GDC" means gross development cost as defined in Appendix F of the RICS Guidance (including for the avoidance of doubt costs incurred by a forward funder) 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 Appendix F of the RICS Guidance,

"GDV" means gross development value as defined in Appendix F of the RICS Guidance 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" the charge dated 5th December 2018 registered against title number GM135731,

"Local Plan" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Policies and all other relevant strategic planning documents adopted by the Council,

"Management Fee" shall mean 15% of the Application fee being £4256 85 (four thousand two hundred and fifty-six pounds and eighty five pence) to be used for the purpose of management and monitoring of this Agreement and the planning obligations contained herein,

"Maximum Contribution" the sum of £1,607,025 00 (one million six hundred and seven thousand and twenty-five pounds) Index Linked,

"NPPF" the National Planning Policy Framework issued in February 2019 (and subsequently updated in June 2019) as may be amended or any replacement of the same,

"Owner" the First Owner, the Second Owner, the Third Owner and the Fourth Owner together,

"Plan" the plan appended to this Agreement,

"Planning Permission" the planning permission granted pursuant to the Application,

"Profit Level" shall mean when the Gross Margin is equivalent to 15% 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,

"RICS Guidance" 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,

"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 4 to assess the Gross Margin required to be provided on the Calculation Date in accordance with the provisions of Schedule 2 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

"Viability Assessment Fee" a fee of ten thousand pounds (£10,000 00) plus VAT to cover the cost of the Council's review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment,

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

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

1 2 The Clause headings do not affect this interpretation

1 3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule

1 4 References to any statute or statutory provision include reference to

1 4 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation, and

1 4 2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Site include any part of it

1 6 References to any party in this Agreement include the successors in title of that party In addition, references to the Council include any successor local planning authority exercising planning powers under the Act

1 7 "Including" means "including, without limitation"

1 8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1 11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

2 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation

for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 14, 15, 17, 18 and 19 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 Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 THE OWNER'S COVENANTS

The Owner on behalf of themselves and any person deriving title to any part of the Site from the Owner hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees 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 Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 3

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the

Owner otherwise agree be referred to an Expert or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner

7 2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within ten (10) 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 Owner agrees with the Council to give the Council written notice within 15 Working days of any change in ownership of any of their interests 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 provided that this obligation shall not apply to the disposal of any Dwelling or a disposal of any part of the Site to a statutory undertaker for the purpose of their statutory undertaking

9 2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with

its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site

9.3 The covenants, obligations and restrictions contained in this Agreement shall not be enforceable against

9.3.1 the tenants, owners and occupiers of any Dwelling and their mortgagees and any successors in title of the same, and

9.3.2 any statutory undertaker who acquires an interest in the Site for the purpose of their statutory undertaking

9.3.3 any mortgagee or chargee from time to time which shall have the benefit of a mortgage or charge of or on any part or parts of the property unless such mortgagee or chargee has entered into possession of the Site or any part thereof to which such obligation relates

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 titles of the relevant Owner at the Land Registry the relevant Owner will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the relevant Owner's 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 relevant Owner will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the relevant Owner from the Land Registry

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

11 4 The costs of registration and cancellation pursuant to clauses 11 3 above shall be met by the relevant Owner if requested by the Council

12 NON-PROHIBITION ON DEVELOPMENT

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

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 To the Council and addressed to the City Solicitor at the Council's address first above written,

14 2 To the Owner at their addresses first above written

14 3 To the Chargee at the address first above written

15 FEES

15 1 The Owner shall pay to the Council on the date hereof its legal fees reasonably and properly incurred in preparation of this agreement,

15 2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

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

15.4 When submitting the Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within ten (10) Working Days of his 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. CHARGEES CONSENT

17.1 The Chargee consents to the completion of this deed and declares that its interest in the Site shall be bound by the terms of this deed as if it had been executed and registered as a land charge prior to the creation of the Chargee's interest in the Site

17.2 The Chargee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Chargee is in possession of all or any part of the Site

18 JURISDICTION

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

19 COMPLETION

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

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

SCHEDULE 1

The Site

Land at 267 – 275 Oldham Road, Manchester and shown for the purposes of identification only edged red on the Plan



REV	DATE	DESCRIPTION	DRAWN
CLIENT			
MPH ANCOATS			
PROJECT			
OSBORNE YARD			
OLDHAM ROAD			
DRAWING TITLE			
SITE LOCATION PLAN			
STATUS			
FOR PLANNING			
PROJECT No	DWG TYPE	DWG No	REV
HGA	PL	010	-
SCALE	DATE	DRAWN	CHECKED
1:1250	03/07/09	CH	CH

CLIENT
MPH ANCOATS
PROJECT
OSBORNE YARD
OLDHAM ROAD
DRAWING TITLE
SITE LOCATION PLAN

STATUS
FOR PLANNING
PROJECT No
HGA
DWG TYPE
PL
DWG No
010
REV
-
SCALE
1:1250
DATE
03/07/09
DRAWN
CH
CHECKED
CH

Do not scale drawings. Use dimensions given only. Contractors to check all dimensions on site and to confirm any variations with the client. The drawing is made for the client's use only and is not to be used for any other purpose without the client's consent.

ELEVATE

SCHEDULE 2

THE OWNER'S COVENANTS

The Owner hereby covenant with the Council as follows

1. Notices

- 1 1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has commenced
- 1 2 To notify the Council in writing at least ten (10) Working Days in advance of the Anticipated Date of Completion of Construction of 100% of the Dwellings

2. Viability Appraisal

- 2 1 Within ten (10) Working Days of the Calculation Date to provide the Council with a copy of the Viability Appraisal,
- 2 2 Within twenty (20) Working Days of receipt of the Viability Appraisal (or such extended period agreed in writing by the parties) the Council shall give written notice to the Owner either -
 - 2 2 1 Stating that it accepts the Viability Appraisal, or
 - 2 2 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions
- 2 3 In the event that the Council shall have served a notice on the Owner pursuant to paragraph 2 2 2 of this Schedule 2 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within twenty (20) Working Days (or such extended period agreed by the parties) of the notice served by the Council pursuant to Paragraph 2 2 2 of this Schedule 2, or if no notice is served by the Council within the timescales required by clause 2 2 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 (and in any event within 10 Working Days) 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,
- 2 4 The Viability Appraisal not by way of limitation shall include and confirm
 - 2 4 1 the GDV,

2.4.2 the GDC,

3. Viability Payment

- 3.1 Once the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 2.3 of this Schedule 2 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owner shall pay to the Council the Viability Payment and all the Viability Assessment Fee in accordance with paragraph 3.3 below
- 3.2 The Owner shall pay to the Council the Viability Payment within twenty-one (21) days of agreement by the Council of the Viability Appraisal or if applicable within twenty-one (21) Working Days of the Viability Appraisal being determined pursuant to Paragraph 2.3 of this Schedule 2
- 3.3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 2.2 of this Schedule 2) 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 3

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed
- 2 In the event that any part of the Viability Payment has not been spent by the Council within 10 years of the date on which it was paid the Council shall on the written request of the Owner repay to the party/person which made the payment such unspent balance (excluding any such sums in respect of which though not yet expended by the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment
- 3 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within twenty (20) Working Days of a written request to do so from the party/person who paid the Viability Payment to the Council
- 4 To issue the Planning Permission within 2 Working Days of the date hereof

SCHEDULE 4

VIABILITY TEMPLATE

267-275 Oldham Road, Manchester

Open Market Gross Development Value (GDV) £

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

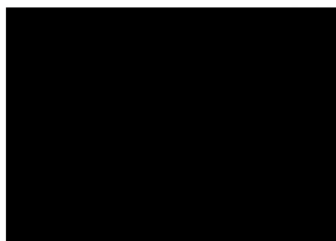
Profit Level – based upon 15% of GDV	£
All in build cost – [Includes - House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormalities TBA	£
Contingency on build costs and abnormalities TBA	£
Professional fees on build costs and abnormalities TBA	£
Sales and Marketing Costs TBA	£
Finance cost of TBA	£
Interest cost on Deposits – TBA	£
Tax Relief – TBA	-£
Agreed Land Value	£277,500 00
Agreed Stamp Duty @	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Surplus = NDV – GDC	
VIABILITY PAYMENT –	

NB – Viability Payment Cannot Exceed the Maximum Contribution

**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:



01109917



Authorised Signatory

executed as a deed by
MPH Ancoats LTD
acting by [name of director], a director
in the presence of:

)
)
)
)
) HOWARD LORD
)

Witness signature

[Redacted]

Witness name LILVIYYA KHALILOVA

Witness address 1 NEW LINCOLN SQ, 4 CANAL CENT, M4 6BS

executed as a deed by
Adam Assets Limited
acting by [name of director], a director
in the presence of

)
)
)
)
)

Witness signature

Witness name:

Witness address:

PARKIN & LEGAL
86 NORTH STREET
MANCHESTER M8 8RA

Hamara Ahmad LLB(Hons)
Solicitor
The Tube
86 North Street
Manchester M8 8RA

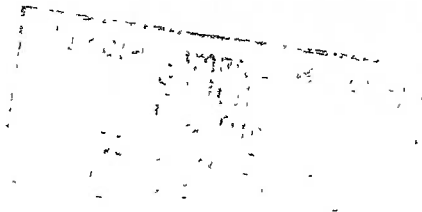
executed as a deed by
MAIMUNAH MAQBOOL

in the presence of:

Witness signature

Witness name

Witness address



executed as a deed by

ADIA AMJAD

)

)

)

in the presence of

)

)

Witness signature

Witness name Mohammed Amjad

Witness address

executed as a deed by

MOHAMMED ASHRAF

)

)

)

in the presence of:

)

)

Witness signature

Witness name Mohammed Amjad

Witness address

executed as a deed by
RAFIA ASHRAF

)
)
)



in the presence of

)
)

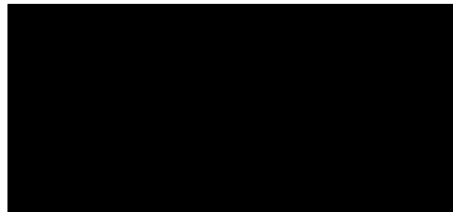
Witness signature



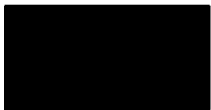
Witness name

Mohammad Amjed

Witness address:



executed as a deed by
HANDELSBANKEN PLC

Signature 1: 

Name 1: ANTHONY LYNN

Witness Signature:

acting by

Witness Name:

Address:

Occupation:

Handelsbanken plc
4 Brewery Yard
Deva City Office Park
Trinity Way
Manchester
M3 7BB

Signature 2: 

Name 2: Charles Clark

Witness Signature: 

Witness Name:

Address:

Occupation:

Handelsbanken plc
4 Brewery Yard
City Office Park
Trinity Way
Manchester
M.

Megan Saville

APPENDIX 2

Draft Planning Permission



**MANCHESTER
CITY COUNCIL**

DRAFT

Town & Country Planning Act 1990 (as amended)

Planning Permission

Part 1 – Particulars of the application/development

Proposal:

Variation of planning application 127971/FO/2020 to vary conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) to make elevational alterations, reduce car parking spaces and amend triggers in the conditions

Location:

271 Oldham Road
Manchester
M40 7PS

Application reference:

144011/JO/2025

Applicant:

MPH Ancoats Limited

Date of application:

18 September 2025

Part 2 – Particulars of decision

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

Article 35 Declaration

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: Drawings -L-1001, -L-3001 , HGA-PL-201, HGA-PL-202, HGA-PL-209, HGA-PL-300, HGA-PL-301, HGA-PL-302, HGA-PL-400 , L-1000, L-1001 stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020 Drawing GA 02 stamped as received by the City Council, as Local Planning Authority, on the 29 October 2020 Drawings HGA-PL-402 Rev 02, HGA-PL-401 Rev 02, HGA-PL-100 Rev 01 and HGA-PL-200 Rev 01 02 stamped as received by the City Council, as Local Planning Authority, on the 12 November 2020 Supporting information Design and Access Statement, Air Quality Assessment, Biodiversity Survey, Broadband Capability statement, Coal Mining Risk Assessment,

Crime Impact Statement, Daylight and Sunlight report, Environmental Standards Statement, Preliminary Construction Statement, Planning Statement, Social Value Report, TV survey, Written Scheme of Investigation, Noise Impact Assessment, Tree Survey, Flood Risk and Drainage report, Archaeological Assessment, Transport and Travel Plan and Waste Management Strategy stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020 TRICS parking data, stamped as received by the City Council, as Local Planning Authority, on the 29 October 2020 Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Core Strategy.

- 3) (a) Prior to the commencement of development a scheme for intrusive site investigations, in order to establish the risks posed to the development by past shallow coal mining activity, shall be submitted for approval in writing by the City Council, as Local Planning Authority. (b) Any remediation works and/or mitigation measures to address land instability arising from coal mining legacy identified by part (a) of this condition shall be implemented in full in order to ensure that the site is made safe and stable for the development proposed. (c) Prior to the first occupation of the, written confirmation by a suitably qualified person to confirm that the site is, or has been made, safe and stable for the approved development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This document shall confirm the methods and findings of the intrusive site investigations and the completion of any remedial works and/or mitigation necessary to address the risks posed by past coal mining activity. Reason - The site has been the subject of previous coal mining activity and investigations and remediation is required to ensure that the site is stable for development pursuant to policy SP1, EN18 and DM1 of the Manchester Core Strategy (2012).
- 4) Prior to the commencement of development, a method statement and risk assessment must be submitted for approval in writing by the City Council, as Local Planning Authority, in respect of works in close proximity to the railway (including vibro impact works). The approved method statement shall be implemented in full for the duration of the development. Reason - To ensure that the construction and subsequent maintenance of the proposal can be carried out without adversely affecting the safety, operational needs or integrity of the railway pursuant to policy DM1 of the Manchester Core Strategy (2012).
- 5) Prior to the commencement of the development, full details of ground levels, earthworks and excavations to be carried out near to the railway boundary shall be submitted for approval in writing by the City Council, as Local Planning Authority . The development shall be implemented in accordance with the approved details. Reason: To protect the adjacent railway, pursuant to SP1 , T1and DM1 of the Core Strategy for Manchester (1995).
- 6) Prior to the commencement of the development, details of any scaffolding works within 10m of the railway boundary shall be submitted for approval in writing by the City Council, as Local Planning Authority, The approve details shall then be implemented and remain situ ina accordance with the approved details for the duration of the works. Reason - In the interests of protecting the railway and its boundary from over-sailing scaffolding pursuant to SP1 and DM1 of the Core Strategy for Manchester (1995).
- 7) No development groundworks shall take place until the applicant or their agents or successors in title has secured the implementation of a programme of archaeological

works. The works are to be undertaken in accordance with a Written Scheme of Investigation (WSI) submitted to and approved in writing by the City Council, as Local Planning Authority. The WSI shall cover the following: 1. A phased programme and methodology of investigation and recording to include: i) an evaluation through trial trenching in accordance with the approved WSI (Archaeological Research Services August 2020) ii) dependent on the above, more detailed excavation (subject to a separate WSI) 2. A programme for post investigation assessment to include: - production of a final report on the investigation results 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- To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible pursuant to policy EN3 of the Manchester Core Strategy (2012), saved policy DC20 of the Unitary Development Plan for the City of Manchester (1995) and NPPF.

- 8) No demolition works or vegetation clearance shall take place during the optimum period for bird nesting (March - September inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority. Any method statement shall then be implemented for the duration of the demolition works. Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).
- 9) a) The development shall not commence until, 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).
- 10) Notwithstanding the flood risk and drainage strategy prepared by Renaissance stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020: (a) the development shall not commence until a scheme for the drainage of surface water for the development has been submitted for approval in writing by the City Council as the Local Planning Authority. This shall include: - Maximise use of green SuDS solution; - Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates, as the site is located within a Critical Drainage Area; - Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur

during a 1 in 100 year rainfall event with allowance for climate change in any part of a building; - Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site; - Hydraulic calculation of the proposed drainage system; - Construction details of flow control and SuDS elements. (b) the development shall then be constructed in accordance with the approved details, within an agreed timescale. Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 11) Notwithstanding the Desk Study by Renaissance, dated Aug 2020, ref: 2006-06. stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020: (a) the development shall not commence until the following information shall be submitted for approval in writing by the City Council, as Local Planning Authority: - Site investigation report; - Submission of a remediation strategy. Once approved, the development shall then be carried out in accordance with the approved details. (b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion / Verification Report shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the development. In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy. Reason - There is evidence of site contamination at the application site which requires further consideration and examination. In particular, details of outstanding gas monitoring is required to be submitted for consideration and an appropriate remediation strategy prepared. This is pursuant to policy EN18 of the Manchester Core Strategy (2012).
- 12) Notwithstanding the Preliminary Construction Statement, stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020, prior to the commencement of the development, a detailed construction management plan outlining working practices during construction shall be submitted for approval in writing by the City Council, as local planning authority, which for the avoidance of doubt should include; o Display of an emergency contact number; o Details of Wheel Washing; o Dust suppression measures and measures to minimise impact from dust and debris onto the adjacent rail network; o Compound locations where relevant; o Consultation with local residents and businesses including ensuring that operations of existing businesses remain unaffected by construction activities o Location, removal and recycling of waste; o Routing strategy and swept path analysis; o Parking of construction vehicles and staff; and o Sheeting over of construction vehicles. The development shall be carried out in accordance with the approved construction management plan. Reason - To safeguard the amenities of nearby residents and

businesses, highway safety and air quality, pursuant to policies SP1, EN16, EN19 and DM1 of the Manchester Core Strategy (July 2012).

- 13) Prior to the commencement of the development samples and specifications of all material to be used on all external elevations and boundary treatments of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The specification shall include the agreement of a materials panel which shall include samples and specifications of all materials to be used on all external elevations of the development along with window reveals, soffits, jointing and fixing details, details of the drips to be used to prevent staining, ventilation/louvre details, air bricks and a strategy for quality control management. The approved materials used shall then be implemented as part of the development. Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.
- 14) Notwithstanding drawing drawings HGA-PL-402 Rev 02 and HGA-PL-401 Rev 02 stamped as received by the City Council, as Local Planning Authority, on the 12 November 2020, prior to any above ground works details of the window reveals and soffits for the apartment building and the dwellings shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt the extent of the window reveals and soffit details shall be as follows: - Window reveal minimum 200mm; and - Soffits - brick. The approved window and soffit detail shall be implemented as part of the development. Reason - In the interest of preserving the architectural detailing on the scheme pursuant to policies EN1 and DM1 of the Manchester Core Strategy (2012).
- 15) Prior to the commencement of the development, details of the siting, scale and appearance of the boundary treatment shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development and be in place prior to the first occupation of development. The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans. Reason - In the interest of visual amenity and security of the site pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).
- 16) The development hereby approved shall be carried out in accordance with the Environmental Statement stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020. For the avoidance of doubt the development shall achieve an overall a site wide reduction in CO2 over Part L (2013) of the Building Regulations of a minimum of 38%. A post construction review certificate/statement shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority. Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.
- 17) Prior to the first occupation of the development, details of the implementation, maintenance and management of the sustainable drainage scheme shall be

submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt this shall include: - Verification reporting providing photographic evidence of constriction; - Management and maintenance plan for the lifetime of the development which shall include the arrangements adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime. - Timescale for implementation The implementation of the management and maintenance plan shall be implemented in accordance with the timescales agreed and retained for as long as the development remains in use. Reason - To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 18) (a) Notwithstanding drawings L-1000 and L-1001 stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020, prior to the first occupation of this development, details of hard and soft landscaping treatments (including appropriate samples of materials and specification and number and size of trees) shall be submitted to and approved in writing by the City Council as local planning authority. (b) The approved scheme shall be implemented prior to the first occupation of the development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place. Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.
- 19) (a) Prior to the first occupation of the residential element of the development, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt, externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 db (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location. (b) Prior to the first occupation of the residential element of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ. Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).
- 20) (a) Notwithstanding the Noise Impact Assessment stamped as received by the City Council, as Local Planning Authority, prior to the first occupation of the residential element of the development a scheme for acoustically insulating the proposed residential accommodation against noise from Oldham Road, the local traffic network and surrounding commercial uses shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved noise insulation scheme shall

be completed before the first occupation of the development. Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria will be required to be achieved: Bedrooms (night time - 23.00 - 07.00) 30 dB L Aeq (individual noise events shall not exceed 45 dB L Amax,F by more than 15 times) Living Rooms (daytime - 07.00 - 23.00) 35 dB L Aeq Gardens and terraces (daytime) 55 dB L Aeq (b) Prior to the first use of the residential element of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ. Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 21) Notwithstanding drawing HGA-PL-200 Rev 01 and the waste management strategy stamped as received by the City Council, as Local Planning Authority, on the 12 November and 11 September 2020 respectively, prior to any above ground works, details of the location and waste management arrangements shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented prior to the first occupation of the residential element of the development and thereafter retained and maintained in situ. Reason - To ensure adequate refuse arrangement are put in place for the residential element of the development pursuant to policies EN19 and DM1 of the Manchester Core Strategy.
- 22) Deliveries, servicing and collections including waste collections shall not take place outside the following hours: Monday to Saturday 07:30 to 20:00 Sundays (and Bank Holidays): No deliveries/waste collections Reason - In the interest of residential amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).
- 23) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn. Full details of such a scheme shall be submitted for approval in writing by the City Council, as Local Planning Authority before the first occupation of the development hereby approved. The approved details shall be implemented in full prior to the first occupation of the development and shall remain in operation for so long as the development is occupied. Reason - In the interests of amenity, crime reduction and the personal safety of those using the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.
- 24) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby existing residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority. Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy.

- 25) The development hereby approved shall be carried out in accordance with the Crime Impact Statement (version A) prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020. The development shall only be carried out in accordance with these approved details. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a Secured by Design accreditation. Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Core Strategy and to reflect the guidance contained in the National Planning Policy Framework.
- 26) Prior to the first occupation of the residential element of the development, a travel plan framework shall be submitted for approval 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 living at the development; ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building and thereafter from time to time iii) mechanisms for the implementation of the measures to reduce dependency on the private car iv) measures for the delivery of specified travel plan services v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car Within six months of the first occupation of the residential element of development, a Travel Plan which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use. Reason - To assist promoting the use of sustainable forms of travel for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).
- 27) Prior to the first occupation of the development hereby approved the car parking layout as indicated on drawing HGA-PL-200 Rev 01 stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020, shall be surfaced, demarcated and made available. The approved car parking layout shall be implemented and thereafter retained and maintained. Reason - To ensure sufficient car parking is available for the development pursuant to policies SP1, T1, and DM1 of the Manchester Core Strategy (2012).
- 28) Prior to the first occupation of the development hereby approved, the 120 cycle spaces shall be implemented and made available in accordance with drawing HGA-PL-200 Rev 01 stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020. The cycle spaces shall be retained and maintained for as long as the development remains in use. Reason - To ensure there is sufficient cycles provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).
- 29) Prior to the first use of the development hereby approved, a scheme of highway works and details of footpaths reinstatement/public realm shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include the following: - Amendments to Helga Street to facilitate the vehicular access (including use of tactile paving where appropriate); - Parking restrictions on Helga Street/Hampton Street (including traffic regulation orders and signage); - Car club bay

and signage (including appropriate traffic regulation order); - Footway reinstatement and resurfacing along Oldham Road including reinstatement of redundant vehicular accesses; - Installation of Street Trees to the footways. The approved scheme shall be implemented and be in place prior to the first occupation of the development hereby approved and thereafter retained and maintained in situ for as long as the development remains in use. Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

- 30) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). For the avoidance of doubt, this does not preclude two unrelated people sharing a property. For the avoidance of doubt, this does not preclude two unrelated people 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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.
- 31) The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced properties 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 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). 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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.
- 32) Prior to the first occupation of the residential element of the development a signage strategy for the apartment building shall be submitted for approval in writing by the City Council, as Local Planning Authority. The signage strategy will include timescales for implementation. The approved strategy shall then be implemented for the development and used to inform any future advertisement applications for the building. Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).
- 33) Prior to the first occupation of the residential element of the development hereby approved, details of the number, siting and appearance bird and bat boxes at the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented and be in place prior to the first occupation of the development hereby approved and shall thereafter be

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

- 34) The development hereby approved shall include for full disabled access to be provided to the communal walkways, communal gardens and via the main entrances and to the floors above. Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1.
- 35) Prior to the first occupation of the development, details and specification of 7kw fast charging electric car charging points for each car space as shown on drawing HGA-PL-200 Rev 01 stamped as received by the City Council, as Local Planning Authority, on the 12 November 2020 shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented and be in place prior to the first occupation of the residential element of the development. Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).
- 36) Prior to the first use of the development hereby approved, details of the siting, scale and appearance of the solar panels to the roof of the apartment building (including cross sections). The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ. Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).
- 37) Notwithstanding the Pre-construction TV signal impact survey stamped as received by the City Council, as Local Planning Authority, on the 11 September 2020, within one month of the practical completion of the development or before the development is first occupied, whichever is the sooner, and at any other time during the construction of the development if requested in writing by the City Council as local planning authority in response to identified television signal reception problems within the potential impact area a study shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above. The measures identified must be carried out either before the building is first occupied or within one month of the study being submitted to the City Council as local planning authority, whichever is the earlier. Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy.
- 38) Prior to the first occupation of the development, details of a servicing strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development for as long as it remains in use. Reason - In the interest of ensuring that the development is appropriately serviced pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).
- 39) Prior to the first occupation of the development, details of a car park management plan shall be submitted for approval in writing by the City Council, as Local Planning

Authority. For the avoidance of doubt this shall include details of how the spaces will be allocated and managed and details of how the car park entrance would be secured. The approved details shall be implemented as part of the development for as long as it remains in use. Reason - In the interest of ensuring that the development is appropriately serviced pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

- 40) Prior to the first occupation of the development hereby approved, details of a suitable trespass proof fence adjacent to the boundary with the railway shall be submitted for approval in writing, by the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first occupation of the development and thereafter retained and maintained in situ. Reason: To protect the adjacent railway from unauthorised access pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

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

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

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

You can apply online at the following address: www.manchester.gov.uk/roads-and-transport/street-naming-and-numbering

Date:

DRAFT DECISION

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.
2. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

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

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

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

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.
4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

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

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

Certificate Of Completion

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Document Name: Oldham Road DOV		
Fee Earner Name: Elise Petit-Gould		
Source Envelope:		
Document Pages: 48	Signatures: 5	Envelope Originator:
Certificate Pages: 5	Initials: 0	Elise Petit-Gould
AutoNav: Enabled	Seal: 1	Legal Services, P0 Box 532
Envelopeld Stamping: Enabled		Town Hall
Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London		Manchester, London M60 2LA
		IP Address:

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Director		Signed: 24-Aug-26 16:03
CERT residential property management ltd		
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	Using IP Address:	

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		Viewed: 25-Aug-26 08:31
CEO		Signed: 27-Aug-26 20:27
Quantum Development Finance Ltd		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address:	

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Gaynor Corfe		Sent: 28-Aug-26 08:51
		Viewed: 28-Aug-26 13:47
Head of Regeneration		Signed: 28-Aug-26 13:48
Signing Group: Authorised Signatories		
Security Level: Email, Account Authentication (None)	Signature Adoption: Uploaded Signature Image	
	Using IP Address:	

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Elise Petit-Gould	Completed	Sent: 28-Aug-26 13:48
		Viewed: 02-Sep-26 16:33
Security Level: Email, Account Authentication (None)	Using IP Address:	Signed: 02-Sep-26 16:36

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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Intermediary Delivery Events		Status
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Head of A&D		
CERT Construction Management		
Head of A&D		Signature Adoption: Pre-selected Style
23 Cavendish Avenue, M20 1QD		Using IP Address:
Witness for Howard Lord		
Security Level:		
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		Signed: 28-Aug-26 08:50
Credit Manager		
13 Dirty Lane, London, SE1 9PA		
Witness for Oliver Thompson		Signature Adoption: Pre-selected Style
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Certified Delivered		02-Sep-26 16:33
Signing Complete		02-Sep-26 16:36

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

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Manchester City Council:

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

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

To advise Manchester City Council of your new email address

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

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

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

To request paper copies from Manchester City Council

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

To withdraw your consent with Manchester City Council

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to ryan.mcnicol@manchester.gov.uk and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Manchester City Council as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Manchester City Council during the course of your relationship with Manchester City Council.