

DATED 10 September 2026

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

WQ DEVELOPMENTS LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land known as Plot D, Great Jackson Street
Manchester, M15 4NP**

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

THIS AGREEMENT is made the

10th

day of

September

2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"); and
- (2) **WQ DEVELOPMENTS LIMITED** (incorporated in England with company number 09766196) whose registered office is at 1st Floor NQ Building, 47 Bengal Street, Manchester M4 6BB (the "**Owner**").

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable.
- B The Owner is the leasehold owner of the Site registered at the Land Registry with title absolute under title number GM514485 together with but subject to all matters contained or referred to in the title register thereunder. The Council is the owner of the freehold of the Site but is not entering into the Planning Obligations (as defined herein).
- C The Owner proposes to carry out the Development on the Site which is situated within the Administrative Boundaries of Manchester and the Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- D The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which the Planning Permission would not be granted.
- E The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £33,200,461 (thirty three million two hundred thousand four hundred and sixty one pounds) Index Linked being the Maximum Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester (the "**Affordable Housing Contribution**").
- G In addition the Council has determined that there is a requirement to pay a sum towards the cost of environmental improvements within the Administrative Boundaries of Manchester and Owner has agreed to pay to the Council the Biodiversity Net Gain Contribution (as defined herein) in the manner hereinafter detailed. In addition the Council has determined that there is a requirement to

pay a sum to compensate for the loss of trees at the Site and the Owner has agreed to pay to the Council the Off-Site contribution in the manner hereinafter detailed. There is also a requirement to pay a contribution for the purposes of benefitting Holcroft Moss as more particularly detailed herein,

- H The Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention. The Council has accepted that at the date of this Agreement payment of the Affordable Housing 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.
- I The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. In particular the Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to increase the provision of affordable housing within the Administrative Boundaries of Manchester. The Owner intends to make provision for Affordable Housing in the manner hereinafter appearing. The Council is satisfied that the obligations in this Agreement are;
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development
- and in any event will provide a planning benefit.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

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

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

“Affordable Housing Contribution” the sum of £33,200,461 (thirty three million two hundred thousand four hundred and sixty one pounds) Index Linked;

"Agreement" shall mean this agreement;

"Application" the application to which the Council gave the reference 137227/FO/2023 for the demolition of existing structures and the erection of one residential building to a height of 71 storeys comprising 642 homes (Use Class C3) with food and drink uses (Use Class E) and/or drinking establishment (Sui Generis); and one office building (Use Class E); with basement car parking, cycle parking, landscaping and public realm, servicing and access arrangements, highways alterations and associated works;

"Architect" SimpsonHaugh and Partners of Riverside, 4 Commercial Street, Manchester, M15 4RQ;

"Benchmark Land Value" means £1,650,000 (one million six hundred and fifty thousand pounds) Index Linked;

"Best Endeavours" means that it is agreed by the parties hereto that the party under obligation will not thereby be required to take proceedings (including any appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect; in the case of the Owner, of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

"Biodiversity Net Gain Contribution" means the sum of £8,360 (eight thousand three hundred and sixty pounds) Index Linked payable towards the funding of environmental improvements, green infrastructure and biodiversity improvements in the Administrative Boundaries of Manchester;

"Build to Rent" is purpose-built housing that is typically 100% rented out providing tenants with the option of longer tenancy agreements of six or more months, and will be professionally managed in single ownership and management control;

"Calculation Date" means when Completion of Construction of 75% (to the nearest Dwelling) of the Dwellings has occurred;

"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;

"Clawback" means fifty percent (50%) of the amount the actual price achieved for the Dwellings as Open Market Sales exceeds the Open Market Value of the same Dwelling(s) as Build to Rent calculated as at the date of Disposal of those Dwellings as Open Market Sales and will be based on the guidelines set out in RICS Guidance or any replacement, update or amendment of the same PROVIDED THAT the Permitted Profit Level on the Build to Rent scheme has been achieved and that the Affordable Housing Contribution has not been paid;

"Clawback Period" means a period of ten years from Completion of Construction of all of the Dwellings constructed as part of the Development and if the Council, acting reasonably, considers that the Completion of Construction of all of the Dwellings that form part of the Development has occurred but it has not received the notice confirming completion in accordance with the provisions of this Agreement shall mean the date that the Council acting reasonably notifies in writing to the Owner that the said Completion of Construction of all of the Dwellings that form part of the Development is to be deemed to have taken place for the purposes of this Agreement;

"Clawback Valuation" means the valuation of the Clawback in accordance with clause 19.1;

"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;

"Commercial Unit" means any commercial (Use Class E) unit and/or drinking establishment (Sui Generis) to be constructed on the Site as part of the Development pursuant to the Planning Permission;

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the relevant Phase of Development 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;

"Completion of Piling Work" the date on which all piling works required for a Phase of the Development in order to create a strong and stable foundation for the building being constructed on that Phase have been completed and notified to the Council in accordance with the provisions of this Agreement provided that should the Council believe the Completion of Piling Work for that Phase of the Development has occurred but it has not received that notification then the Council, acting reasonably, may give written notice to the Owners notifying them that Completion of Piling Work of that Phase of the Development is deemed to have taken place on the date of the written notice sent by the Council;

"Construction Period" means the period from the carrying out of the first Material Operation to the Practical Completion of the Development;

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

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 012 (reference: 10-012-20180724) of the section of the National Planning Practice Guidance (‘NPPG’) headed “Viability” as revised on 16 December 2025 as the same may be amended or any replacement thereof. In addition, the Council will accept in the calculation of Costs:

- (a) the actual costs Reasonably and Properly Incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and
- (b) the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal;

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

“Deficit” the amount in pounds sterling by which a Viability Appraisal shows the Gross Margin is less than the relevant Permitted Profit Level;

“Disposal” means:

- (a) a transfer by sale; or
- (b) the grant of a Long Lease;

by the Owner of a Dwelling and “Disposed”, “Disposed Of”, “Dispose” and “Disposals” shall be construed accordingly

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and “Dwellings” and “units” shall be construed accordingly;

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

“Forward Fund” the committed sale and purchase of the whole of the completed Development or of a completed Phase of the Development (with or without incremental payments) on agreed terms where the parties agree to sign a sale and purchase agreement, either for the shares of the relevant company owning the Development (or Phase of the Development) or for the Development (or Phase of the Development) itself, and with transfer of ownership occurring prior to or following the Completion of Construction;

“Forward Sale” the committed sale and purchase of the whole of the completed Development or of a completed Phase of the Development on agreed terms at a future date as evidenced by binding legal documents which is conditional on the Completion of Construction of the Development or Phase of the Development and with the majority of the purchase price falling due upon or following the Completion of Construction;

“GDV” means gross development value as defined in the RICS Guidance being the aggregate market value of the Development assessed on the special assumption that the Development is complete on

the date of valuation in the market conditions prevailing on that date together with the value of any grant funding/public subsidy received in respect of the Development;

"Gross Margin" means the GDV less the Costs including the Benchmark Land Value or in the case of a Build to Rent scheme means the NDV less the Costs including the Benchmark Land Value;

"Holcroft Moss" is a designated Site of Special Scientific Interest and Special Area of Conservation and is a wetland of international importance and is detailed on the plan appended as Appendix 4;

"Holcroft Moss Contribution" means the sum of £23,899 (twenty three thousand eight hundred and ninety nine pounds) Index Linked for the purposes detailed in the Holcroft Moss Planning Obligations Joint SPD payable in accordance with the provisions contained in Paragraph 1.3 of Schedule 3;

"Holcroft Moss Planning Obligations Joint SPD" means the supplementary planning document adopted on 8 May 2025 by the nine districts that have adopted the Places for Everyone joint development plan part of the purpose of which is to secure contributions from developers to compensate for loss or damage to Holcroft Moss created by a development and to mitigate the impact of a development on Holcroft Moss and in particular contributions are required to assist in the delivery of long term ecological resilience works involving hydrological restoration measures to benefit Holcroft Moss;

"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;

"Let" means any Dwelling let by way of lease for a term of less than 99 years or an assured periodic tenancy or any other form of tenancy for a term of less than 99 years and **"Lets"** shall be construed accordingly;

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

"Long Lease" means a lease of a Dwelling for not less than ninety-five (95) years granted at a premium without reservation of a rack rental;

"Management Fee" shall mean 15% of the planning application fee which equates to £18,871.05 (eighteen thousand eight hundred and seventy one pounds and five pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and “Material Operations” shall be construed accordingly;

“Maximum Contribution” the sum of £33,200,461 (thirty-three million two hundred thousand four hundred and sixty-one pounds) Index Linked;

“Method of Disposal” whether the units are being sold on an Open Market Sales basis or subject to a Pre-Sale and/or have been sold or are held as Build to Rent;

“NDV” means the GDV deducting operational cost expenditure (‘OPEX’), and purchaser’s costs in the case of a Build to Rent Method of Disposal;

“NPPF” the National Planning Policy Framework issued in 7th February 2025 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same;

“National Planning Practice Guidance” the web based resource revised in respect of its section on viability on 16 December 2025 as the same may be further revised or amended or any replacement of the same which resource is provided by the government of the United Kingdom and brings together in one place planning guidance on various planning related topics and **“NPPG”** shall be construed accordingly;

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

“Off-Site Contribution” the sum of £133,000.00 (one hundred and thirty-three thousand pounds) Index Linked towards off-site tree planting within the Deansgate and/or Piccadilly wards;

“Off-Site Contribution Appraisal” an appraisal by the Council to take place on the Calculation Date to determine whether an additional Off-Site Contribution is required to compensate for the loss of trees on the Site should the compensatory provision of trees being provided within the vicinity of the Site be less than the Owner has indicated will be provided and shall equate to a further Off-Site Contribution in the sum of £7,000 per tree Index Linked in respect of each tree that has not been provided in accordance with the indication of the Owner up to a maximum of an additional Off-Site Contribution of £70,000 (seventy thousand pounds) Index Linked;

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value (and “Open Market Sale” shall be construed accordingly)

“Open Market Value” means the market value as defined in the RICS Valuation – Global Standards (the “Document”), Incorporating the IVSC International Valuation Standards, published in 2019 by the Royal Institution of Chartered Surveyors (RICS) effective on 31 January 2020 and set out on pages 55 to 56 of the section headed VPS4 in Part 4 of the Document or any replacement, update or amendment

of the same from time to time save in respect of any Dwellings that are Let or any part of the Development that has a non-residential use or any other part of the Land not forming part of the Development where the Council will (acting reasonably) accept the Market Value as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit and **"MV"** shall be construed accordingly;

"Permitted Profit Level" means:

- (a) In the case of a Forward Fund agreed before the Completion of Piling Work 12% of total Costs;
- (b) In the case of a Forward Fund agreed after the Completion of Piling Work 15% of total Costs
- (c) In the case of a Forward Sale agreed before the Completion of Piling Work 15% of GDV
- (d) In the case of a Forward Sale agreed after the Completion of Piling Work 18% of GDV
- (e) In the case of a Build to Rent scheme retained by the Owners 12% of total Costs
- (f) In the case of Open Market Sales and all other cases 20% of GDV;

"Phase" means any of Phase 1 or Phase 2 and **"Phases"** shall be construed accordingly;

"Phase 1" means that part of the Site shown coloured blue on the Phasing Plans;

"Phase 2" means that part of the Site shown coloured pink on the Phasing Plans;

"Phasing Plans" the plans numbered 10419-Z1-SHP-G000-PL-B1-B5D801 P01 and 10419-Z1-SHP-G000-PL-B1-B5D804 P01 at Schedule 6;

"Places for Everyone" means the long term joint development plan of nine districts within Greater Manchester adopted by the Council on 21 March 2024;

"Plan" the plan numbered 10419-Z1-SHP-G000-PL-GRD-B5D801 P01 at Schedule 1;

"Planning Obligations" shall mean the obligations of the Owner specified in the Schedules;

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

"Practical Completion" means the issue of a certificate of practical completion by the Owner's architect or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or Phase or part or parts thereof;

"Pre-Sale" means a Forward Sale or Forward Fund of the whole or of a Phase or Phases of the completed Development prior to a Calculation Date;

"Reasonably and Properly Incurred" shall mean in respect of costs incurred in developing the Site and the adjacent land and in respect of Sales Incentives only those costs that a competent and reputable developer of land would reasonably expect to incur;

"Regulations" the Community Infrastructure Levy Regulations 2010;

"Retail Price Index" twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor;

"RICS" the Royal Institution of Chartered Surveyors;

"RICS Guidance" means the RICS guidance note entitled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" 1st Edition, March 2021 or any replacement, update or amendment of the same;

"Sales Incentives" means costs Reasonably and Properly Incurred by the Owner in order to incentivise the purchase of a Dwelling by a person intending to Occupy the Dwelling;

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

"Surplus" the amount in pounds sterling by which a Viability Appraisal shows the Gross Margin is greater than the relevant Permitted Profit Level;

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

"Viability Assessment Fee" the sum of up to the sum of £15,000 (fifteen thousand pounds) plus VAT to each 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 a Viability Payment;

"Viability Payment" a payment required to be made by the Owner to the Council if the Viability Appraisal shows a Surplus and will be 50% of the Surplus PROVIDED THAT the Viability Payment as well as any Clawback shall not exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in paragraph 6.5 of Schedule 3. **"Viability Payments"** shall be construed accordingly;

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

In respect of the Viability Appraisal at the Calculation Date:

- (a) the day on which the Council states pursuant to Paragraph 6.2.1 of Schedule 3 that the Viability Appraisal is agreed ;
- (b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to Paragraph 6.3 of Schedule 3 and;
- (c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 6.3 of Schedule 3;

as the case may be;

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

1.2 The Clause headings do not affect this interpretation.

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

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

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

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

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

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

1.7 **“Including”** means **“including, without limitation.”**

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

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

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

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

2 PLANNING OBLIGATION

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

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, 15, 17, 18 and 20 and Paragraphs 1 and 2 of Schedule 3 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 or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either 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 hereafter 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 3 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 4.

7 DISPUTE RESOLUTION

- 7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert or in relation to the reappraisal of viability to a Chartered Surveyor to be appointed by agreement between the Council and the Owner.
- 7.2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable.
- 7.3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (and not to an arbitrator) whose decision shall be final and binding (save for 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 5 Working Days of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan.
- 9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site or its entire interest in the part of the Site in which the breach occurs 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 For the avoidance of doubt save in respect of Paragraphs 1.1 to 1.3 of Schedule 3 which apply to all the Owners each Owner shall be bound to comply with the obligations contained in Schedule 3 that are applicable to any Phase in respect of which it is the Owner or one of the Owners of the part of the Site upon which that Phase is located. Without prejudice to its being bound to comply with the obligations that are applicable to any such Phase an Owner shall not be bound to comply with those obligations in respect of any part of the Site upon which a Phase is located that is not a part of the Site in respect of which it is the Owner or one of the Owners.
- 9.4 This Agreement shall not be enforceable against:
- 9.4.1 any owner, occupier, or tenant of any individual Dwelling or the successors in title of any such person or their mortgagee or any person deriving title from any such person;

9.4.2 or against any statutory undertakers in relation to any part of the Development acquired by them for electricity sub-stations, gas governor stations or pumping stations;

9.4.3 any tenant, owner, occupier, mortgagee, and/or chargee of a Commercial Unit and their successors in title;

9.4.4 any mortgagee or chargee unless they themselves caused the breach of the Agreement whilst mortgagee in possession, in which case they will be bound by the obligations in relation to any parts of the Site over which they have a legal charge but not further or otherwise as if they were a person deriving title in the Site from the Owners. This provision does not apply to their successors in title.

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

11.3 The costs of registration and cancellation pursuant to clauses 11.2 above shall be met by the Owner if requested by the Council.

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal) after the date of this Agreement.

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

14.1.2 to the Owner at their registered office;

15 FEES

- 15.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement.
- 15.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owners 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 on the date hereof pay to the Council the Management Fee.
- 15.4 When submitting a Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 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. WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site who has not been disclosed to the Council prior to the date hereof.

18. JURISDICTION

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

19. CLAWBACK

- 19.1 Where for any Phase, the Method of Disposal is Build to Rent as notified by the Owners to the Council pursuant to paragraph 6.1.1 of Schedule 3 and at any time during the relevant Clawback Period any one or more Dwellings in that Phase are not retained in single ownership by the Owners as Build to Rent and are the subject of any Open Market Sales the Owners who as defined in Clause 1.6 includes their successors in title will within twenty eight (28) Working Days of any such Open Market Sale provide a valuation of the Clawback (if any) of the Dwellings in that relevant Phase that were the subject of the Open Market Sales (the "Clawback Valuation") to the Council.
- 19.2 Within forty (40) Working Days of its receipt of the Clawback Valuation the Council shall give written notice to the Owner of the relevant Phase either:-

19.2.1 stating that it accepts the Clawback Valuation; or

19.2.2 correcting or challenging any of the amounts or conclusions included in the Clawback Valuation and giving details of the disputed amounts or conclusions.

- 19.3 In the event that the Council shall have served a notice on the Owner of the relevant Phase pursuant to clause 19.2.2 the Owner of the relevant Phase and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owner of the relevant Phase and the Council shall have failed to agree the Clawback Valuation within twenty-eight (28) Working Days of the notice served by the Council pursuant to clause 19.2.2, 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 issue a written determination as to the matter in dispute and a written determination of the correct Clawback Valuation, which both Parties agree will be final and binding upon them (save in respect of manifest error).
- 19.4 In the event that the Clawback Valuation agreed by the Council pursuant to clause 19.2.1 or 19.3 or determined by the Chartered Surveyor pursuant to clause 19.4 confirms that the Permitted Profit Level has been achieved and that Clawback is payable then the Owner of the relevant Phase will pay the Clawback to the Council which the Council shall use to provide Affordable Housing within the Administrative Boundaries of Manchester.
- 19.5 The Owner of the relevant Phase will pay the Council the Clawback on or prior to the twenty eighth (28th) Working Day next following the later of the date the Clawback Valuation is either agreed by the Council pursuant to clause 19.2.1 or 19.3 or it is determined by the Chartered Surveyor pursuant to clause 19.3.
- 19.6 Each time the Council is required to assess the Clawback Valuation under this clause 19, the Owner of the relevant Phase covenants to pay the Council's reasonable costs of such calculation and such costs will be notified to the Owner of the relevant Phase and payment will fall due on the twenty eighth (28th) Working Day of notification of such costs.
- 19.7 Any payment made under this clause 19 when aggregated together with any Viability Payment will not exceed in total the Affordable Housing Contribution.
- 19.8 The Owner of the relevant Phase and the Council's reasonable costs of assessing the Clawback Valuation under this clause will be treated as Costs in the preparation of a Viability Appraisal.
- 19.9 Upon payment of the Clawback (or determination that no Clawback is payable), the relevant Phase and Dwellings therein that were the subject of the Clawback Valuation will no longer be bound by this clause 19.

20. 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.

21. COUNCIL POWERS

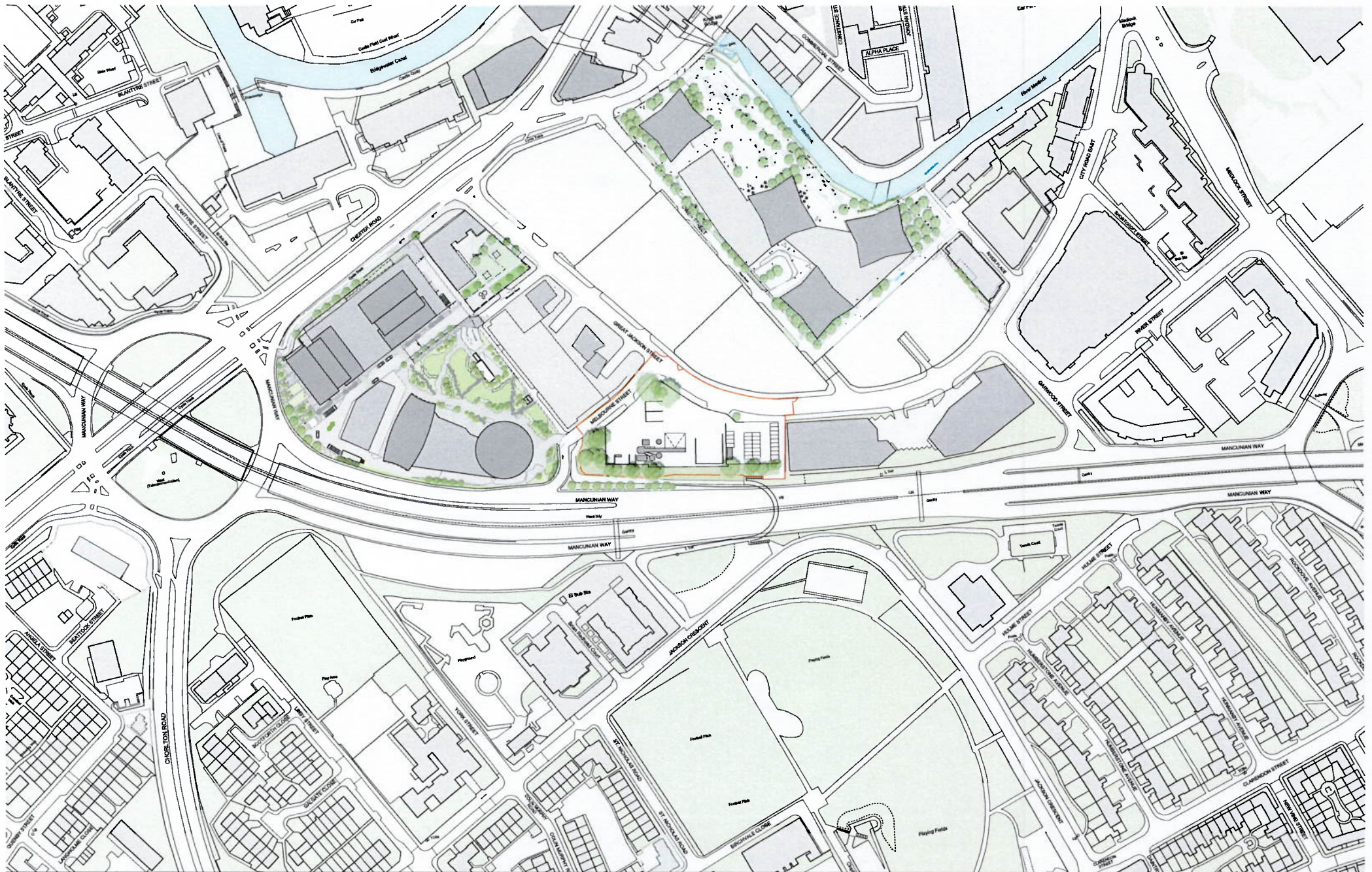
Nothing herein contained or implied shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Site or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and any other authority from exercising powers of compulsory purchase in respect of any part of the Site.

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

SCHEDULE 1

The Site and Plan

Land known as Plot D, Great Jackson Street, Manchester, M15 4NP and shown for the purposes of identification only edged red on the Plan.



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

Scale Bar
0 25 75m

NOTE:
— Planning application boundary
— Other sites in Applicant's ownership

NORTH



Rev	Date	Description
1	14.04.2023	Planning Issue

Plot Title
**Great Jackson Street - Plot D
Manchester**

Status
Planning

Drawing Title
**Context
Site Location Plan**

Alt No: 10419
Scale: 1:1000 @ A1
Date: APR 2023
Drawing No: 10419-21-SHP-G000-PL-GRD-BSD801
P 01

simpsonhaugh
MANCHESTER
10419-21-SHP-G000-PL-GRD-BSD801
www.simpsonhaugh.com

LONDON
10419-21-SHP-G000-PL-GRD-BSD801
www.simpsonhaugh.com

© SimpsonHaugh 2017

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Draft Planning Permission

Applicant

Renaker Build Ltd
C/o Agent

Agent (if used)

Mr. John Cooper
Deloitte LLP
Hanover Building
Corporation Street
Manchester
M4 4AH

Part 1 – Particulars of the application/development

Proposal: Full planning permission for the demolition of existing structures and the erection of one residential building to a height of 71 storeys comprising 642 homes (Use Class C3) with food and drink uses (Use Class E) and / or drinking establishment (Sui Generis); and one office building (Use Class E); with basement car parking, cycle parking, landscaping and public realm, servicing and access arrangements, highways alterations and associated works.

Location: Plot D , Great Jackson Street, Manchester, M15 4NP

Date of application: 26 June 2023

Application number: 137227/FO/2023

Part 2 – Particulars of decision

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

Article 35 Declaration

In assessing the merits of an application for planning permission officers seek to work with the applicant in a positive and pro-active manner to seeking solutions to problems arising in relation to dealing with the application. Planning officers have worked with the applicant to overcome problems relating to highways, aviation safeguarding and amenity.

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:

Context - Site Location Plan 10419-Z1-SHP-G000-PL-GRD-B5D801 P 01
Context - Existing Site Plan 10419-Z1-SHP-G000-PL-GRD-B5D802 P 01
Context - Proposed Site Plan 10419-Z1-SHP-G000-PL-GRD-B5D803 P 01
Phasing Plan - Ground Level 10419-Z1-SHP-G000-PL-GRD-B5D804 P 01 showing Phase 1 and Phase 2
Phasing Plan - Basement Level 10419-Z1-SHP-G000-PL-B1-B5D801 P 01 showing Phase 1 and Phase 2
Site Context Elevation - Existing - North Elevation 10419-Z1-SHP-G000-EL-XX-B5D801 P 01
Site Context Elevation - Existing - East Elevation 10419-Z1-SHP-G000-EL-XX-B5D802 P 01
Site Context Elevation - Existing - South Elevation 10419-Z1-SHP-G000-EL-XX-B5D803 P 01
Site Context Elevation - Existing - West Elevation 10419-Z1-SHP-G000-EL-XX-B5D804 P 01
Site Context Elevation - Proposed - North Elevation 10419-Z1-SHP-G000-EL-XX-B5D805 P 02
Site Context Elevation - Proposed - East Elevation 10419-Z1-SHP-G000-EL-XX-B5D806 P 02
Site Context Elevation - Proposed - South Elevation 10419-Z1-SHP-G000-EL-XX-B5D807 P 02
Site Context Elevation - Proposed - West Elevation 10419-Z1-SHP-G000-EL-XX-B5D808 P 02
Z1 Site - Building Plans Matrix - Page 1 10419-Z1-SHP-F900-PL-XX-B5D801 P 01
Z1 Site - Building Plans Matrix - Page 2 10419-Z1-SHP-F900-PL-XX-B5D802 P 01
Z2 Podium - General Arrangement Plan - Ground Level 10419-Z2-SHP-G200-PL-GRD-B5D801 P 01
Z2 Podium - General Arrangement Plan - Level 01 10419-Z2-SHP-G200-PL-01-B5D801 P 01
Z2 Podium - General Arrangement Plan - Level 02 10419-Z2-SHP-G200-PL-02-B5D801 P 01
Z2 Podium - General Arrangement Plan - Level 03 10419-Z2-SHP-G200-PL-03-B5D801 P 01
TD Tower - General Arrangement Plan - Typical Plan 1 10419-TD-SHP-G200-PL-XX-B5D801 P 01
TD Tower - General Arrangement Plan - Typical Plan 2 10419-TD-SHP-G200-PL-XX-B5D802 P 01
TD Tower - General Arrangement Plan - Typical Plan 3 10419-TD-SHP-G200-PL-XX-B5D803 P 01
TD Tower - General Arrangement Plan - Level 66 10419-TD-SHP-G200-PL-66-B5D801 P 01
TD Tower - General Arrangement Plan - Level 67 10419-TD-SHP-G200-PL-67-B5D801 P 01
TD Tower - General Arrangement Plan - Level 68 10419-TD-SHP-G200-PL-68-B5D801 P 01
TD Tower - General Arrangement Plan - Level 69 10419-TD-SHP-G200-PL-69-B5D801 P 01
TD Tower - General Arrangement Plan - Level 70 10419-TD-SHP-G200-PL-70-B5D801 P 02
TD Tower - General Arrangement Plan - Roof 10419-TD-SHP-G200-PL-RF-B5D801 P 01

OB Office Block - General Arrangement Plan - Ground Level 10419-OB-SHP-G200-PL-GRD-B5D801 P 01

OB Office Block - General Arrangement Plan - Level 01 10419-OB-SHP-G200-PL-01-B5D801 P 01

OB Office Block - General Arrangement Plan - Level 02 10419-OB-SHP-G200-PL-02-B5D801 P 01

OB Office Block - General Arrangement Plan - Roof 10419-OB-SHP-G200-PL-RF-B5D801 P 01

Z2 Podium - General Arrangement Elevation - North and South 10419-Z2-SHP-G200-EL-XX-B5D801 P 02

Z2 Podium - General Arrangement Elevation - East and West 10419-Z2-SHP-G200-EL-XX-B5D802 P 02

OB Office Block - General Arrangement Elevations 10419-OB-SHP-G200-EL-XX-B5D801 P 02

TD Tower - External Wall Detail - Typical Detail 1 10419-TD-SHP-G251-DE-XX-B5D801 P 01

TD Tower - External Wall Detail - Typical Detail 2 10419-TD-SHP-G251-DE-XX-B5D802 P 01

Z2 Podium - External Wall Detail - Typical Detail 1 10419-Z2-SHP-G251-DE-XX-B5D801 P 01

Z2 Podium - External Wall Detail - Typical Detail 2 10419-Z2-SHP-G251-DE-XX-B5D802 P 02

OB Office Block - External Wall Detail - Typical Detail 1 10419-OB-SHP-G251-DE-XX-B5D801 P 01

OB Office Block - External Wall Detail - Typical Detail 2 10419-OB-SHP-G251-DE-XX-B5D802 P 01

PR-TPM-G710-PL-GRD-4175 101 X1 Ground Floor: Landscape General Arrangement;

Environmental Statement Volume 1 Deloitte June 2023

Environmental Statement Volume 1 Addendum Deloitte April 2024 (including for the avoidance of doubt the measures summarised in chapter 16)

Environmental Statement Non-Technical Summary Deloitte June 2023

Environmental Statement Non-Technical Summary Addendum Deloitte April 2024

Environmental Statement Volume 2 - Appendix 9.1
(Environmental Noise Study) Fisher Acoustics June 2023

Environmental Statement Volume 2 - Appendix 5.2 (Phasing and Logistics Plan)
Renaker June 2023

Environmental Statement Volume 2 - Appendix 6.1 (Air Quality Figures) Enzygo June 2023

Environmental Statement Volume 2 - Appendix 6.2 (Road Traffic Impact Assessment)
Enzygo June 2023

Environmental Statement Volume 2 - Appendix 6.3 (Construction Phase Dust Risk Assessment) Enzygo June 2023

Environmental Statement Volume 2 - Appendix 6.4 (Construction Phase Road Traffic Impact Assessment) Enzygo June 2023

Environmental Statement Volume 2 - Appendix 6.5 (Operational Phase Road Traffic Impact Sensitivity Analysis) Enzygo June 2023

Environmental Statement Volume 2 - Appendix 6.6 (EIA Qualifications) Enzygo June 2023

Environmental Statement Volume 2 - Appendix 8.1 (Drawings of Baseline and Proposed Scenario) GIA June 2023

Environmental Statement Volume 2 - Appendix 8.2 (Daylight and Sunlight Results for Baseline and Proposed Scenario) GIA June 2023

Environmental Statement Volume 2 - Appendix 8.3 (Overshadowing Results and Drawings) GIA June 2023
 Environmental Statement Volume 2 - Appendix 11.1 (Solar Glare Assessment) GIA June 2023
 Environmental Statement Volume 2 - Appendix 11.2 (Solar Glare Intensity Summary Note) GIA June 2023
 Environmental Statement Volume 2 - Appendix 12.1 (Maps) Chris Burnett Associates June 2023
 Environmental Statement Volume 2 - Appendix 12.2 (Viewpoint and Townscape Photographs including AVR images) Chris Burnett Associates June 2023
 Environmental Statement Volume 2 - Appendix 12.2A (TVIA Night Time Images) Chris Burnett Associates April 2024
 Environmental Statement Volume 2 - Appendix 12.3 (Visualisation Methodology) Chris Burnett Associates June 2023
 Environmental Statement Volume 2 - Appendix 12.4 (AVR Methodology) Chris Burnett Associates June 2023
 Environmental Statement Volume 2 - Appendix 13.1 (Transport Statement) Curtins June 2023
 Environmental Statement Volume 2 - Appendix 13.2 (Framework Travel Plan) Curtins April 2024
 Environmental Statement Volume 2 - Appendix 14.1 (Wind Microclimate Study) WSP June 2023
 Environmental Statement Volume 2 - Appendix 2.1 (Screening and Scoping Report) Deloitte June 2023
 Environmental Statement Volume 2 - Appendix 2.2 (Committed Developments) Deloitte June 2023
 Environmental Statement Volume 2 - Appendix 5.1 (Planning Programme) Renaker June 2023
 Environmental Statement Volume 2 - Appendix 8.4 (Daylight and Sunlight Addendum) GIA April 2024
 Statement of Consultation Deloitte June 2023
 Design and Access Statement SHP June 2023
 Design and Access Statement Addendum SHP April 2024
 Planning Statement Deloitte June 2023
 Planning and Tall Building Statement Addendum Deloitte April 2024
 Landscaping Management Plan TPM Landscape October 2023
 Landscape Design Statement TPM Landscape October 2023
 Green and Blue Infrastructure Statement Deloitte June 2023
 Lighting Strategy FutureServ June 2023
 Arboricultural Impact Assessment Report (AIA) Godwins June 2023
 Archaeological Desktop Study University of Salford June 2023
 Broadband Connectivity Assessment Pager Power June 2023
 TV Reception Survey Pager Power June 2023
 Safety Assessment (Manchester Airport) Pager Power June 2023
 Crime Impact Statement (CIS) GMP June 2023
 Geo-Environmental Preliminary Risk Assessment WSP June 2023
 Ecology Survey ERAP June 2023
 Bat Survey ERAP October 2023
 Local Labour Agreement Renaker June 2023
 Development Management Strategy Zenith June 2023
 Servicing Strategy (included within Transport Statement) Curtins June 2023
 Site Waste Management Strategy (included within the DAS) SHP June 2023
 Ventilation Statement FutureServ June 2023
 Flood Risk Assessment and Drainage Strategy Curtins June 2023

Flood Risk Assessment Addendum revision V01 by Curtins dated 04 August 2025
Flood Sequential Test by Deloitte dated August 2025
Fire Statement (residential only) Tenos June 2023
Heritage Statement Stephen Levrant Heritage Architecture April 2024
Biodiversity Net Gain Assessment ERAP May 2024
Biodiversity Net Gain Assessment Metric ERAP June 2024
Broadband Connectivity Assessment Addendum Pager Power May 2024
Environmental Standards Statement Element Sustainability May 2024
Financial Viability Assessment Roger Hannah April 2024
Element Sustainability Technical Note - Energy & Low Carbon Proforma dated 22.08.2025

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) The development hereby approved shall be phased in accordance with the following drawing numbers:

10419-Z1-SHP-G000-PL-GRD-B5D804 Phasing Plan Ground Level showing Phase 1 and Phase 2; and

10419-Z1-SHP-G000-PL-B1-B5D801 P01 Phasing Plan Basement Level showing Phase 1 and Phase 2.

Reason - For the avoidance of doubt, pursuant to Policy DM1 of the Core Strategy, as the development is proposed to be carried out in a phased manner.

4) The development hereby approved shall include for full disabled access to be provided to the public realm and via the main entrances to the buildings and to the floors above.

Reason - To ensure that satisfactory disabled access is provided pursuant to the provisions of Core Strategy policy DM1 and policies JP-H3 and JP-P1 of the Places for Everyone Joint Development Plan.

5) No removal of or works to any hedgerows, trees or shrubs shall take place during the main bird breeding season 1 March and 30 September inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation shall be submitted to and agreed in writing by the City Council as local planning authority.

Reason - In order to provide protection to nesting birds, pursuant to Policy EN15 of the Core Strategy.

6) Prior to the occupation of the development hereby approved an external signage strategy for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved signage strategy shall then be implemented and used to inform any future advertisement applications for the development.

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

7) The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 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 pursuant to Core Strategy policies SP1 and DM1 and to ensure the permanent retention of the accommodation for normal residential purposes.

8) 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) the residential use hereby approved shall not 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 or couples (or a couple and unrelated person) sharing a dwelling.

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.

9) 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) the commercial space within Phase 2 of the development shall only be used for Use Classes Eb and / or Use Class Sui Generis (p) and (q) 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 reenacting that Order with or without modification) and for no other purposes within those Use Classes.

Reason - To safeguard the amenities of the neighbourhood pursuant to Core Strategy policies SP1 and DM1.

10) 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) the commercial space within Phase 1 of the development shall only be used for Use Class Egi.

Reason - To safeguard the amenities of the neighbourhood pursuant to Core Strategy policies SP1 and DM1.

11) The commercial unit hereby approved within Phase 2 of the development shall remain as one unit and shall not be sub-divided without the benefit of planning permission being secured.

Reason - In the interests of residential amenity and to ensure the future viability and vitality of the commercial unit pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1 and SP1 of the Manchester Core Strategy.

12) The window(s) to the ground floor commercial units hereby approved shall be retained as clear glazed window openings at all times and views into the premises shall not be screened or obscured in any way.

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

13) Foul and surface water shall be drained on separate systems.

Reason - To secure proper drainage and to manage the risk of flooding and pollution, pursuant to the National Planning Policy Framework and Policy EN14 of the Core Strategy.

14) Piling or any other foundation designs using penetrative methods shall not be carried out other than with the written consent of the City Council as local planning authority. The development shall be carried out in accordance with the approved details.

Reason - To ensure that the proposed piling does not harm groundwater resources in accordance with policies EN17 and DM1 of the Manchester Core Strategy (2012) and the NPPF.

15) a) Prior to the commencement of the development hereby approved, a full condition survey of the carriageways/footways on construction vehicle routes surrounding the site shall be undertaken and submitted to the City Council as Local Planning Authority.

b) When all construction/fit-out works are complete, the same carriageways/footways shall be re-surveyed and the results submitted to the City Council as Local Planning Authority for assessment. Should any damage have occurred to the carriageways/footways, they shall be repaired and reinstated by the applicant in accordance with a scheme that shall first be submitted to and approved in writing by the City Council as Local Planning Authority.

Reason - To ensure an acceptable development, pursuant to policy DM1 of the Core Strategy.

16) a) Prior to the commencement of development within Phase 1, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to Phase 1 shall be submitted to and approved in writing by the Local Planning Authority. The Preliminary Risk Assessment shall conform to the current guidance document (Planning Guidance in Relation to Ground Contamination).

In the event of the Preliminary Risk Assessment identifying risks, which in the written opinion of the Local Planning Authority require further investigation, development within Phase 1 shall not commence until a scheme for the investigation and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the Local Planning Authority.

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development within Phase 1 commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the Local Planning Authority. The development within Phase 1 shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

b) Prior to the first use/occupation of the development within Phase 1, a Completion/Verification Report shall be submitted to and approved in writing by the Local Planning Authority, to validate that the development conforms with the approved Site Investigation Report and/or Remediation Strategy.

c) In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy, then any further measures that are required to remediate the land shall be carried out. Any required measures/remediation and validation shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, prior to first use/occupation of the development within Phase 1.

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

17) Within Phase 1 of the development hereby approved, no infiltration of surface water drainage into the ground where adverse concentrations of contamination are known or suspected to be present is permitted other than with the express written consent of the City Council as local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Phase 1 shall be carried out in accordance with the approved details.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution in line with policies EN17 and DM1 of the Manchester Core Strategy (2012) and the NPPF.

18) No works shall take place within Phase 1 of the development hereby approved until the applicant or their agents or their successors in title has secured the implementation of a programme of archaeological works in accordance with a Written Scheme of Investigation (WSI) which has been submitted to and approved in writing by the City Council as local planning authority. The WSI shall cover the following:

a. A phased programme and methodology of investigation and recording that includes:

- archaeological evaluation trenching;
- pending the results of the above, a targeted open-area excavation.

b. A programme for post-investigation assessment to include production of a final report on the results of the investigations and their significance.

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

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

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

Reason - To investigate the archaeological interest of the site and record and preserve any remains of archaeological interest, pursuant to saved policy DC20.1 of the Unitary Development Plan for the City of Manchester, policy EN3 of the Core Strategy and guidance in Section 16 of the National Planning Policy Framework.

19) a) Prior to the commencement of development within Phase 1, details of a Local Labour Proposal in order to demonstrate a commitment to recruit local labour for the duration of the construction of the development shall be submitted to and approved in writing by the City Council as local planning authority. The approved document shall be implemented as part of the construction phase of Phase 1 of the development.

In this condition a Local Labour 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 Labour Proposal; and
- iii) measures to monitor and review the effectiveness of the Local Labour Proposal in achieving the objective of recruiting and supporting local labour objectives.

(b) Within one month prior to construction work within Phase 1 being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) of limb (a) of this condition shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - To safeguard local employment opportunities, pursuant to policies EC1 of the Core Strategy for Manchester.

20) (a) Three months prior to the first occupation of Phase 1 of the development, a Local Labour Proposal Framework that outlines the approach to local recruitment for the end use(s), shall be submitted to and approved in writing by the City Council as local planning authority. The approved document shall be implemented as part of the occupation of the development.

In this condition a Local Labour Proposal Framework 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 Labour Proposal Framework;
- iii) measures to monitor and review the effectiveness of the Local Labour Proposal Framework in achieving the objective of recruiting and supporting local labour objectives

(b) Within 6 months of the first occupation of Phase 1 of the development, a Local Labour Proposal Framework which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) of limb (a) of this condition shall be submitted to and approved in writing by the City Council as local planning

authority. Any Local Labour Proposal approved by the City Council as local planning authority shall be implemented in full at all times whilst the end use(s) are in operation.

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

21) Prior to the commencement of demolition within Phase 1, a detailed demolition management plan for that phase outlining working practices during demolition shall be submitted to and approved in writing by the City Council as local planning authority which for the avoidance of doubt shall include:

- *Display of an emergency contact number;
- *Details of Wheel Washing;
- *Dust suppression measures;
- *Compound locations where relevant;
- *Location, removal and recycling of waste;
- *Types and frequency of vehicular demands;
- *Routing strategy and swept path analysis;
- *Parking of construction vehicles and staff; and
- *Sheeting over of construction vehicles;

The demolition for that phase shall be carried out in accordance with the approved demolition management plan.

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

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, CC5 and DM1 of the Manchester Core Strategy.

22) Prior to the commencement of development (not including for the purposes of this condition any demolition within Phase 1), a detailed construction management plan for that phase outlining working practices during development shall be submitted to and approved in writing by the City Council as local planning authority which for the avoidance of doubt shall include:

- *Display of an emergency contact number;
- *Details of Wheel Washing;
- *Dust suppression measures;
- *Compound locations where relevant;

- *Location, removal and recycling of waste;
- *Types and frequency of vehicular demands;
- *Routing strategy and swept path analysis;
- *Parking of construction vehicles and staff; and
- *Sheeting over of construction vehicles;

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

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

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, CC5 and DM1 of the Manchester Core Strategy.

23) Prior to the commencement of development within Phase 1, the following shall be submitted for approval in writing by the City Council, as Local Planning Authority:

- i. samples and specifications of all materials to be used on all external elevations including sample panel (see limb ii and iii);
- ii. drawings to illustrate details of full sized sample panels that will be produced; and
- iii. production and approval of full sized sample panels and for a strategy for quality control management.

The panels to be produced shall include jointing and fixing details between all component materials and any component panels, details of any external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames.

The development of that phase shall be carried out in accordance with the approved details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as Local Planning Authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

24) Prior to the above ground works of the development within Phase 1, a programme for the submission of final details of the public and private realm works relating to that phase shall be submitted to and approved in writing by the City Council as Local Planning Authority. The programme shall include submission and implementation timeframes for the following details:

- (i) Details of the proposed hard landscape materials;
- (ii) Details of the materials, including natural stone or other high quality materials to be used for the reinstatement of the pavements and for the areas between the pavement and the line of the proposed building;

- (iii) Details of the proposed soft landscape including proposed size, species and planting specification including tree pits and design;
- (iv) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include bat boxes and bricks, bird boxes and appropriate planting;
- (v) Details of boundary treatments, which shall ensure adequate visibility for child pedestrians where adjacent to the adopted highway;
- (vi) Details of the proposed street furniture including seating, bins and lighting; and
- (vii) Details of any external steps and handrails;

b. The above details shall be submitted to and approved in writing by the City Council as Local Planning Authority and fully implemented in accordance with the approved programme .

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, DM1, EN1, EN9 and EN15 of the Core Strategy and Section 15 of the NPPF.

25) Prior to the first occupation of Phase 1 of the development, a detailed landscape management plan for that phase shall be submitted to and approved in writing by the City Council as local planning authority. This shall include details of how the public realm and hard and soft landscaping areas in that phase will be maintained including maintenance schedules and repairs. The management plan shall then be implemented as part of that phase of the development and remain in place for as long as the development remains in use.

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

26) a. Prior to the commencement of development within Phase 1, final details of the measures required for wind mitigation relating to that phase shall be submitted to and approved in writing by the City Council as Local Planning Authority.

b. The approved details shall then be fully implemented prior to first occupation of that phase of the development.

Reason - To ensure that the environs in and around the site are suitable for their intended uses, in the interests of amenity and safety, pursuant to policy DM1 of the Core Strategy.

27) Prior to the commencement of development within Phase 1, details of surface water drainage works in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015), or any subsequent replacement national standards, shall be submitted to and approved in writing by the City Council as local planning authority. The details shall include the following information:

- a) A finalised drainage layout showing all components, outfalls, levels (including proposed ground and finished floor levels in AOD) and connectivity.
- b) Progression through the drainage hierarchy must be evidence based and supported by site investigation including assessments of ground conditions and infiltration testing in accordance with BRE365. Proposals of attenuation should achieve half drain time within 24 hours.
- c) Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice.
- d) Where a public sewer diversion or abandonment is required, an agreement in principle from United Utilities is required. An email of acceptance will suffice.
- e) Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.
- f) Details of surface water attenuation to align with the Manchester, Trafford and Salford Strategic Flood Risk Assessment. For brownfield sites a minimum of 50% betterment is required for reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates.
- g) An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
- h) Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.
- i) A blockage risk assessment must be undertaken as part of the drainage strategy to support proposed flows less than 5 l/s.
- j) An assessment of surface water pollution risk in-line with CIRIA C753 and, where required, evidence of pollution control measures (preferably through SuDS) to treat surface water prior to discharge.
- k) A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements). Please confirm the proposed surface water flood risk mitigation measures on this plan (raises finished floor levels).
- l) Construction details of flow control and SuDS elements.

m) A plan indicating easements. SuDS features should be appropriately positioned, including a 2.5m easement from attenuation tanks to the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753). Where minimum easements cannot be met, evidence is required from the structural engineer that the building foundations are appropriately designed to protect the building and tank. Details of the provision of suitable access for future maintenance are also required.

n) Mitigation measures to manage the risk of sewer surcharge where applicable;

o) Where an application is part of a larger site which already has planning permission it is essential that the new proposal does not compromise the drainage scheme already approved.

The approved details shall be implemented before first occupation of Phase 1.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to national policies within the NPPF and local policies EN8 and EN14 of the Core Strategy.

28)

No development within Phase 1 shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the City Council as local planning authority. The approved details shall be implemented before first occupation of Phase 1 and thereafter managed and maintained in accordance with the approved details. Those details shall include:

a. A Verification report providing photographic evidence of constructed flow control and SuDS components as per approved design drawings;

b. As built construction drawings or confirmation that they align with the original design construction drawings;

c. a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

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 national policies within the NPPF and NPPG and Core Strategy policies EN8 and EN14.

29) Prior to the commencement of development within Phase 1, studies with regard to television reception in the area containing the site shall be submitted to and approved in writing by the City Council as local planning authority. The studies shall

a) Measure the existing television signal reception within the potential impact areas identified in the Television Desk-Based Report by Pager Power dated March 2023 before development commences. The work shall be undertaken either by an aerial installer registered with the Confederation of Aerial Industries or by a body approved by

the Office of Communications and shall include an assessment of the survey results obtained.

b) Assess the impact of the development on television signal reception within the potential impact area identified in part (a) of this condition above within one month of the practical completion of the development or before the development is first occupied, whichever is the sooner, and at any other time during the construction of the development if requested in writing by the City Council as Local Planning Authority in response to identified television signal reception problems within the potential impact area. The study shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out in part (a) of this condition above. The approved measures must be carried out either before the building in that phase 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, pursuant to Policy DM1 of the Core Strategy for the City of Manchester and Section 5 of the National Planning Policy Framework.

30) a) The non-residential premises hereby approved within Phase 1 shall be acoustically insulated and treated to limit the break out of noise in accordance with a noise study of the premises and a scheme of acoustic treatment that has been submitted to and approved in writing by the City Council as local planning authority. The approved scheme shall be implemented in full before the use(s) commences or as otherwise agreed in writing by the City Council as local planning authority.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63Hz and 125Hz octave frequency bands shall be controlled so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively.

b) Prior to the first use/occupation of the non-residential premises within Phase 1 of the development, a Completion/Verification Report shall be submitted to and approved in writing by the Local Planning Authority to validate that the work undertaken conforms to the recommendations and requirements of the approved acoustic consultant's report.

c) In the event of any non-conformity with the approved acoustic consultant's report, then any further measures that are required to achieve the required noise criteria shall be carried out. Any required measures and validation shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, prior to first use/occupation of the non-residential premises within Phase 1 of the development.

Reason - To safeguard the amenities of the occupiers of the building and occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan for the City of Manchester.

31) a) Prior to any above ground works within Phase 1 (excluding demolition and site clearance), either a scheme that demonstrates that any plant equipment will achieve a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band at the nearest noise sensitive location, or a scheme showing a method to acoustically treat/insulate any plant equipment so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band at the nearest noise sensitive location, shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details.

b) Prior to first occupation of Phase 1, a verification report, which will include post-completion testing, shall be submitted to and approved in writing by the Local Planning Authority to validate that the plant equipment achieves a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band at the nearest noise sensitive location.

c) In the event of non-conformity with a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band, then any measures/changes required to achieve conformity shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before the uses within Phase 1 can commence.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the UDP.

32) The testing of the emergency plant hereby approved within Phase 1 shall be restricted to the following hours and to total no more than 6 hours a year:

Monday to Friday 09:00 to 18:00

Saturday, Sunday and Bank Holiday - No testing to be undertaken.

Testing shall be undertaken no more than once every two months for no more than 30 minutes at a time.

Reason - In the interests of residential amenity pursuant to policies SP1 and DM1 of the Core Strategy.

33) No part of the site outside the building within Phase 1 shall be used other than in accordance with a schedule of days and hours of operation submitted to and approved in writing by the City Council as local planning authority. No amplified sound or any music shall be produced or played in any part of the site outside the building.

Reason - To safeguard the amenities of the occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy.

34) a) Prior to commencement of Phase 1 of the development, an air quality impact and exposure assessment together with any mitigation measures to safeguard local air quality shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to occupation of Phase 1 the development, the mitigation measures agreed in part a) of this condition shall be fully implemented and verified as such in writing by the

City Council as Local Planning Authority and shall remain in situ whilst Phase 1 of the development is in operation.

Reason - To secure a reduction in air pollution from traffic or other sources and to protect existing and future residents from air pollution, pursuant to Core Strategy Policies EN16 and DM1.

35) The approved scheme for the storage and disposal of refuse for the uses within Phase 1 shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - In the interests of amenity and public health, pursuant to policies EN19 and DM1 of the Core Strategy for the City of Manchester.

36) During the operational phase of Phase 1, no loading or unloading shall be carried out on the site outside the hours of:

07:30 to 20:00, Monday to Saturday,
10:00 to 18:00, Sunday/Bank Holiday.

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

37) a. External lighting within Phase 1 shall be designed and installed so as to control glare and overspill onto nearby residential properties in accordance with a scheme to be submitted to and approved in writing by the City Council as Local Planning Authority prior to installation of the lighting.

b. Prior to occupation of Phase 1 of the development a verification report to validate that the relevant works undertaken throughout the development conforms to the recommendations and requirements in the approved light consultant's report shall be submitted to and approved in writing by the City Council as local planning authority. The report shall include post completion testing to confirm that acceptable criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the criteria and timescales for implementation. The measures to ensure compliance shall be carried out in accordance with the approved timescales.

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.

38) Development within Phase 1 hereby approved shall be carried out only in accordance with the recommendations of the Crime Impact Statement Version B: 03/04/23 Reference: 2023/0042/CIS/01 by Greater Manchester Police, as relevant to that phase. No building within Phase 1 shall be occupied or used until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation relating to that phase.

Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester.

39) No part of Phase 1 of the development shall be occupied unless and until space and facilities for bicycle parking have been provided in accordance with the approved

details. The approved spaces and facilities shall then be retained and permanently reserved for bicycle parking.

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to transport mode, pursuant to policy T1 of the City of Manchester Core Strategy.

40) No part of Phase 1 of the development shall be occupied unless and until car parking spaces suitable for use by disabled persons have been provided in accordance with the approved drawings and documents. These parking spaces shall be retained and permanently reserved for use by disabled persons.

Reason - To ensure that adequate provision is made for parking for disabled persons, pursuant to policies CC10 and DM1 of the City of Manchester Core Strategy.

41) a) Before first occupation of Phase 1 of the development, a Travel Plan, including details of how the plan will be funded, implemented and monitored for effectiveness, shall be submitted to and approved in writing by the City Council as local planning authority. The strategy shall outline procedures and policies that the developer and occupants of the site will adopt to secure the objectives of the overall site's Framework Travel Plan. Additionally, the Travel Plan shall outline the monitoring procedures and review mechanisms that are to be put in place to ensure that the approved strategy and its implementation in the Framework Travel Plan remain effective.

b) Within six months of first occupation of Phase 1, the results of the monitoring and review processes shall be submitted in writing to the City Council as Local Planning Authority and any measures that are identified that can improve the effectiveness of the Travel Plan Strategy shall be adopted and implemented.

The Travel Plan approved above shall be fully implemented, prior to first occupation of the development, and shall be kept in operation at all times thereafter.

Reason - In accordance with the provisions contained within planning policy guidance and in order to promote a choice of means of transport, pursuant to policies T2 and EN16 of the Core Strategy.

42) Prior to the commencement of above ground works within Phase 1, the following relating to that phase shall be submitted to and approved in writing by the City Council as Local Planning Authority:

a) A Stage 1 and 2 Road Safety Audit (RSA);

b) A scheme of highway works based on the above RSA.

c) The highway works approved under part b) of this condition above shall be implemented in full in accordance with the approved details prior to any part of Phase 1 of the development first being occupied and shall be retained thereafter.

d) Prior to any part of Phase 1 of the development first being occupied, a Completion/Verification Report, which shall include photographic evidence and highway approval/completion notices (where relevant) shall be submitted to and approved in writing by the Local Planning Authority.

e) In the event of non-conformity, where the highway works have not been carried out and/or have not been carried out to relevant standards, then any measures/changes required to achieve conformity shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before first occupation of Phase 1 of the development.

Reason - To ensure provision of an adequate pedestrian and vehicular environment in the vicinity of the application site in the interests of pedestrian and highway safety pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

43) The Visible Light Reflectance (VLR) for glazing on the eastern elevation of the top floor of the Phase 1 office building shall not exceed 16 per cent.

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

44) a) Phase 1 of the development hereby approved shall be carried out in accordance with the Environmental Standards Statement by Element Sustainability dated May 2024 and the Element Sustainability Technical Note - Energy & Low Carbon Proforma dated 22.08.2025.

b) A post construction review certificate/statement shall be submitted for approval in writing by the City Council, as Local Planning Authority, within 3 months of first occupation of Phase 1 of the development hereby approved.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, EN4, EN6 and DM1 of the Core Strategy, Places for Everyone policies JP-S2 (Carbon and Energy) and JP-S3 (Heat and Energy Networks), the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

45) No externally mounted telecommunications equipment shall be mounted on any part of the development within Phase 1, including the roofs.

Reason - In the interest of visual amenity pursuant to policy DM1 of the Core Strategy.

46) The Phase 1 development shall achieve a post-construction Building Research Establishment Environmental Assessment Method (BREEAM) rating of at least 'Very Good'. A post construction review certificate shall be submitted to and approved in writing by the City Council as local planning authority before the development is first occupied.

Reason - In order to minimise the environmental impact of the development pursuant to policies EN4, EN5, EN6 and EN7 of the City of Manchester Core Strategy, and the principles contained within The Guide to Development in Manchester 2 SPD.

47) a) Prior to the commencement of development within Phase 2, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to Phase 2 shall be submitted to and approved in writing by the Local Planning Authority. The Preliminary Risk Assessment shall conform to the current guidance document (Planning Guidance in Relation to Ground Contamination).

In the event of the Preliminary Risk Assessment identifying risks, which in the written opinion of the Local Planning Authority require further investigation, development within Phase 2 shall not commence until a scheme for the investigation and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the Local Planning Authority.

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development within Phase 2 commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the Local Planning Authority. The development within Phase 2 shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

b) Prior to the first use/occupation of the development within Phase 2, a Completion/Verification Report shall be submitted to and approved in writing by the Local Planning Authority, to validate that the development conforms with the approved Site Investigation Report and/or Remediation Strategy.

c) In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy, then any further measures that are required to remediate the land shall be carried out. Any required measures/remediation and validation shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, prior to first use/occupation of the development within Phase 2.

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

48) Within Phase 2 of the development hereby approved, no infiltration of surface water drainage into the ground where adverse concentrations of contamination are known or suspected to be present is permitted other than with the express written consent of the City Council as local planning authority, which may be given for those parts of the site where it has been demonstrated that there is no resultant unacceptable risk to controlled waters. The development of Phase 2 shall be carried out in accordance with the approved details.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution in line with policies EN17 and DM1 of the Manchester Core Strategy (2012) and the NPPF.

49) No development works shall take place within Phase 2 of the development hereby approved until the applicant or their agents or their successors in title has secured the implementation of a programme of archaeological works in accordance with a Written Scheme of Investigation (WSI) which has been submitted to and approved in writing by the City Council as local planning authority. The WSI shall cover the following:

a. A phased programme and methodology of investigation and recording that includes:

- archaeological evaluation trenching;
- pending the results of the above, a targeted open-area excavation.

b. A programme for post-investigation assessment to include production of a final report on the results of the investigations and their significance.

- c. Deposition of the final report with the Greater Manchester Historic Environment Record.
- d. Dissemination of the results of the archaeological investigations commensurate with their significance.
- e. Provision for archive deposition of the report and records of the site investigation.

Reason - To investigate the archaeological interest of the site and record and preserve any remains of archaeological interest, pursuant to saved policy DC20.1 of the Unitary Development Plan for the City of Manchester, policy EN3 of the Core Strategy and guidance in Section 16 of the National Planning Policy Framework.

50) a) Prior to the commencement of development within Phase 2, details of a Local Labour Proposal in order to demonstrate a commitment to recruit local labour for the construction elements of the development shall be submitted to and approved in writing by the City Council as local planning authority. The approved document shall be implemented as part of the construction phase of Phase 2 of the development.

In this condition a Local Labour 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 Labour Proposal; and
- iii) measures to monitor and review the effectiveness of the Local Labour Proposal in achieving the objective of recruiting and supporting local labour objectives.

(b) Within one month prior to construction work within Phase 2 being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) of limb (a) of this condition shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - To safeguard local employment opportunities, pursuant to policies EC1 of the Core Strategy for Manchester.

51) (a) Three months prior to the first occupation of Phase 2 of the development, a Local Labour Proposal Framework that outlines the approach to local recruitment for the end use(s), shall be submitted to and approved in writing by the City Council as local planning authority. The approved document shall be implemented as part of the occupation of the development.

In this condition a Local Labour Proposal Framework means a document which includes:

- iv) the measures proposed to recruit local people including apprenticeships;
- v) mechanisms for the implementation and delivery of the Local Labour Proposal Framework;
- vi) measures to monitor and review the effectiveness of the Local labour Proposal Framework in achieving the objective of recruiting and supporting local labour objectives

(b). Within 6 months of the first occupation of Phase 2 of the development, a Local Labour Proposal Framework which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) of limb (a) of this condition shall be submitted to and approved in writing by the City Council as local planning

authority. Any Local Labour Proposal approved by the City Council as local planning authority shall be implemented in full at all times whilst the end use are in operation.

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

52) Prior to the commencement of demolition within Phase 2, a detailed demolition management plan for that phase outlining working practices during demolition shall be submitted to and approved in writing by the City Council as local planning authority which for the avoidance of doubt shall include:

- *Display of an emergency contact number;
- *Details of Wheel Washing;
- *Dust suppression measures;
- *Compound locations where relevant;
- *Location, removal and recycling of waste;
- *Types and frequency of vehicular demands;
- *Routing strategy and swept path analysis;
- *Parking of construction vehicles and staff; and
- *Sheeting over of construction vehicles;

The demolition for the phase shall be carried out in accordance with the approved demolition management plan.

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

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, CC5 and DM1 of the Manchester Core Strategy.

53) Prior to the commencement of development within Phase 2 (not including for the purposes of this condition any demolition within Phase 2), a detailed construction management plan for that phase outlining working practices during development shall be submitted to and approved in writing by the City Council as Local Planning Authority which for the avoidance of doubt shall include:

- *Display of an emergency contact number;
- *Details of Wheel Washing;
- *Dust suppression measures;
- *Compound locations where relevant;

- *Location, removal and recycling of waste;
- *Types and frequency of vehicular demands;
- *Routing strategy and swept path analysis;
- *Parking of construction vehicles and staff; and
- *Sheeting over of construction vehicles;

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

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

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, CC5 and DM1 of the Manchester Core Strategy.

54) Prior to the commencement of development within Phase 2, the following shall be submitted for approval in writing by the City Council, as Local Planning Authority:

- i. samples and specifications of all materials to be used on all external elevations including sample panel (see limb ii and iii);
- ii. drawings to illustrate details of full sized sample panels that will be produced; and
- iii. production and approval of full sized sample panels and for a strategy for quality control management.

The panels to be produced shall include jointing and fixing details between all component materials and any component panels, details of any external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames.

The development of that phase shall be carried out in accordance with the approved details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as Local Planning Authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy.

55) Prior to any above ground works within Phase 2, a programme for the submission of final details of the public and private realm works relating to that phase shall be submitted to and approved in writing by the City Council as local planning authority. The programme shall include submission and implementation timeframes for the following details:

- (i) Details of the proposed hard landscape materials;
- (ii) Details of the materials, including natural stone or other high quality materials to be used for the reinstatement of the pavements and for the areas between the pavement and the line of the proposed building;

- (iii) Details of the proposed soft landscape including proposed size, species and planting specification including tree pits and design;
- (iv) Details of measures to create potential opportunities to enhance and create new biodiversity within the development to include bat boxes and bricks, bird boxes and appropriate planting;
- (v) Details of boundary treatments, which shall ensure adequate visibility for child pedestrians where adjacent to the adopted highway;
- (vi) Details of the proposed street furniture including seating, bins and lighting;
- (vii) Details of any external steps and handrails; and

b. The above details shall then be submitted to and approved in writing by the City Council as local planning authority and fully implemented in accordance with the approved programme .

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, DM1, EN1, EN9 and EN15 of the Core Strategy and Section 15 of the NPPF.

56) Prior to the first occupation of Phase 2 of the development, a detailed landscape management plan for that phase shall be submitted to and approved in writing by the City Council as local planning authority. This shall include details of how the public realm and hard and soft landscaping areas in that phase will be maintained including maintenance schedules and repairs. The management plan shall then be implemented as part of that phase of the development and remain in place for as long as the development remains in use.

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

57) a. Prior to the commencement of development within Phase 2, final details of the measures required for wind mitigation relating to that phase shall be submitted to and approved in writing by the City Council as Local Planning Authority.

b. The approved details shall then be fully implemented prior to first occupation of that phase of the development.

Reason - To ensure that the environs in and around the site are suitable for their intended uses, in the interests of amenity and safety, pursuant to policy DM1 of the Core Strategy.

58) Prior to the commencement of development within Phase 2, details of surface water drainage works in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015), or any subsequent replacement national standards, shall be submitted to and approved in writing by the City Council as local planning authority. The details shall include the following information:

- a) A finalised drainage layout showing all components, outfalls, levels (including proposed ground and finished floor levels in AOD) and connectivity.
- b) Progression through the drainage hierarchy must be evidence based and supported by site investigation including assessments of ground conditions and infiltration testing in accordance with BRE365. Proposals of attenuation should achieve half drain time within 24 hours.
- c) Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice.
- d) Where a public sewer diversion or abandonment is required, an agreement in principle from United Utilities is required. An email of acceptance will suffice.
- e) Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.
- f) Details of surface water attenuation to align with the Manchester, Trafford and Salford Strategic Flood Risk Assessment. For brownfield sites a minimum of 50% betterment is required for reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates.
- g) An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.
- h) Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.
- i) A blockage risk assessment must be undertaken as part of the drainage strategy to support proposed flows less than 5 l/s.
- j) An assessment of surface water pollution risk in-line with CIRIA C753 and, where required, evidence of pollution control measures (preferably through SuDS) to treat surface water prior to discharge.
- k) A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements). Please confirm the proposed surface water flood risk mitigation measures on this plan (raises finished floor levels).
- l) Construction details of flow control and SuDS elements.

m) A plan indicating easements. SuDS features should be appropriately positioned, including a 2.5m easement from attenuation tanks to the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753). Where minimum easements cannot be met, evidence is required from the structural engineer that the building foundations are appropriately designed to protect the building and tank. Details of the provision of suitable access for future maintenance are also required.

n) mitigation measures to manage the risk of sewer surcharge where applicable;

o) Where an application is part of a larger site which already has planning permission it is essential that the new proposal does not compromise the drainage scheme already approved.

The approved details shall be implemented before first occupation of Phase 2.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to national policies within the NPPF and local policies EN8 and EN14 of the Core Strategy.

59) No development within Phase 2 shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved in writing by the City Council as local planning authority. The approved details shall be implemented before first occupation of Phase 2 and thereafter managed and maintained in accordance with the approved details. Those details shall include:

a. A Verification report providing photographic evidence of constructed flow control and SuDS components as per approved design drawings;

b. As built construction drawings or confirmation that they align with the original design construction drawings;

c. A management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

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 national policies within the NPPF and NPPG and the Manchester Core Strategy policies EN8 and EN14.

60) No construction within Phase 2 shall commence on site until a Radar Mitigation Scheme (RMS)(1), (including a timetable for its implementation during construction), that has been agreed with the Operator(2) has been submitted to and approved in writing by the City Council as local planning authority.

(1)'Radar Mitigation Scheme' or 'Scheme' means a detailed scheme agreed with the Operator which sets out the measures to be taken to avoid at all times the impact of the development on the M10 Primary and Secondary Surveillance radar and air traffic management operations of the Operator.

(2)'Operator' means NATS (En Route) plc, incorporated under the Companies Act (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act).

Reason - In the interests of aircraft safety and the operations of NATS En-route PLC, pursuant to Policy DM2 of the Core Strategy for the City of Manchester.

61) No development in Phase 2 shall be carried out above 30 metres above ground level unless and until the Radar Mitigation Scheme (RMS)(1) approved by the Operator(2) has been fully implemented and the development shall thereafter be operated fully in accordance with the approved details.

(1)'Radar Mitigation Scheme' or 'Scheme' means a detailed scheme agreed with the Operator which sets out the measures to be taken to avoid at all times the impact of the development on the M10 Primary and Secondary Surveillance radar and air traffic management operations of the Operator.

(2)'Operator' means NATS (En Route) plc, incorporated under the Companies Act (4129273) whose registered office is 4000 Parkway, Whiteley, Fareham, Hants PO15 7FL or such other organisation licensed from time to time under sections 5 and 6 of the Transport Act 2000 to provide air traffic services to the relevant managed area (within the meaning of section 40 of that Act).

Reason - In the interests of aviation safety, pursuant to policy DM2 of the Core Strategy for the City of Manchester.

62) No development shall take place within Phase 2 unless and until a revised aeronautical assessment including an Instrument Flight Procedure Surfaces (IFP) assessment has been undertaken to analyse the impact upon operations for Manchester Airport and aircraft operating around Manchester Airport. The assessment shall be submitted to and approved in writing by the City Council as Local Planning Authority before development commences.

Reason - In the interests of flight safety to ensure the development does not endanger the safe and efficient movement of aircraft or the operation of Manchester Airport through infringement of IFP, pursuant to Policy DM2 of the Core Strategy for the City of Manchester.

63) Prior to the commencement of development within Phase 2, studies with regard to television reception in the area containing the site shall be submitted to and approved in writing by the City Council as local planning authority. The studies shall include:

a) Measure the existing television signal reception within the potential impact areas identified in the Television Desk-Based Report by Pager Power dated March 2023 before development commences. The work shall be undertaken either by an aerial installer registered with the Confederation of Aerial Industries or by a body approved by the Office of Communications and shall include an assessment of the survey results obtained.

b) Assess the impact of the development on television signal reception within the potential impact area identified in part (a) of this condition within one month of the practical completion of the development or before the development is first occupied,

whichever is the sooner, and at any other time during the construction of the development if requested in writing by the City Council as local planning authority in response to identified television signal reception problems within the potential impact area. The study shall identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out in part (a) of this condition above. The approved measures must be carried out either before the building in that phase 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, pursuant to Policy DM1 of the Core Strategy for the City of Manchester and Section 10 of the National Planning Policy Framework.

64) Prior to the commencement of above ground works within Phase 2 a detailed strategy for the provision of accessible and adaptable dwellings (in line with M4(2)) shall be submitted to and approved in writing by the City Council as local planning authority. The approved details shall be implemented as part of the development and retained thereafter.

Reason - To ensure and appropriate level of accessible new homes within the development pursuant to policy DM1 of the Manchester Core Strategy (2012).

65) a) The non-residential premises hereby approved within Phase 2 shall be acoustically insulated and treated to limit the break out of noise in accordance with a noise study of the premises and a scheme of acoustic treatment that has been submitted to and approved in writing by the City Council as local planning authority. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

Where entertainment noise is proposed the LAeq (entertainment noise) shall be controlled to 5dB below the LA90 (without entertainment noise) in each octave band at the facade of the nearest noise sensitive location, and internal noise levels at structurally adjoined residential properties in the 63Hz and 125Hz octave frequency bands shall be controlled so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min), respectively.

b) Prior to the first use/occupation of the non-residential premises within Phase 2 of the development, a Completion/Verification Report shall be submitted to and approved in writing by the Local Planning Authority to validate that the work undertaken conforms to the recommendations and requirements of the approved acoustic consultant's report.

c) In the event of any non-conformity with the approved acoustic consultant's report, then any further measures that are required to achieve the required noise criteria shall be carried out. Any required measures and validation shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, prior to first use/occupation of the non-residential premises within Phase 2 of the development.

Reason - To safeguard the amenities of the occupiers of the building and occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan for the City of Manchester.

66) a. Prior to the commencement of development within Phase 2, a scheme for acoustically insulating the proposed residential accommodation against external and internal noise sources, including noise from the Mancunian Way, Chester Road and Great Jackson Street, together with details of the performance of any glazing, shall be submitted to and approved in writing by the Local Planning Authority.

The noise insulation and ventilation scheme shall take the potential for overheating into account. Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria shall be achieved when providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation):

Bedrooms (night time - 23.00 - 07.00)	30 dB LAeq (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 LAeq
--	------------

Gardens and terraces (daytime)	55 dB LAeq
--------------------------------	------------

The development shall then be carried out in accordance with the approved noise insulation and ventilation scheme.

b) Prior to the first use/occupation of the development within Phase 2, a Completion/Verification Report shall be submitted to and approved in writing by the Local Planning Authority to validate that the work undertaken conforms to the recommendations and requirements of the approved noise insulation and ventilation scheme.

c) In the event of any non-conformity with the approved noise insulation and ventilation scheme, then any further measures that are required to achieve the required noise criteria shall be carried out. Any required measures and validation shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, prior to first use/occupation of Phase 2 of the development.

Reason - To secure a reduction in noise from external sources and in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan for the City of Manchester.

67) a) Prior to any above ground works within Phase 2 (excluding demolition and site clearance), either a scheme that demonstrates that any plant equipment will achieve a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band at the nearest noise sensitive location, or a scheme showing a method to acoustically treat/insulate any plant equipment so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band at the nearest noise sensitive location, shall be submitted to and approved in writing by the Local Planning Authority. The development shall then be carried out in accordance with the approved details.

b) Prior to first occupation of Phase 2, a verification report, which will include post-completion testing, shall be submitted to and approved in writing by the Local Planning Authority to validate that the plant equipment achieves a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band at the nearest noise sensitive location.

c) In the event of non-conformity with a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band, then any measures/changes required to achieve conformity shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before the uses within Phase 2 can commence.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the UDP.

68) The testing of the emergency plant hereby approved within Phase 2 shall be restricted to the following hours and to total no more than 6 hours a year:

Monday to Friday 09:00 to 18:00

Saturday, Sunday and Bank Holiday - No testing to be undertaken.

Testing shall be undertaken no more than once every two months for no more than 30 minutes at a time.

Reason - In the interests of residential amenity pursuant to policies SP1 and DM1 of the Core Strategy.

69) No part of the site outside the building within Phase 2 shall be used other than in accordance with a schedule of days and hours of operation submitted to and approved in writing by the City Council as local planning authority. No amplified sound or any music shall be produced or played in any part of the site outside the building.

Reason - To safeguard the amenities of the occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy.

70) a) Prior to commencement of Phase 2 of the development, an air quality impact and exposure assessment together with any mitigation measures to safeguard local air quality shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to occupation of Phase 2 the development, the mitigation measures agreed in part a) of this condition shall be fully implemented and verified as such in writing by the City Council as local planning authority and shall remain in situ whilst Phase 1 of the development is in operation.

Reason - To secure a reduction in air pollution from traffic or other sources and to protect existing and future residents from air pollution, pursuant to Core Strategy Policies EN16 and DM1.

71) a) Prior to the commencement of any above ground works within Phase 1 of the development, a scheme for the storage and disposal of refuse for the residential uses within Phase 2 shall be submitted to and approved in writing by the City Council as local planning authority.

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

Reason - In the interests of amenity and public health, pursuant to policies EN19 and DM1 of the Core Strategy for the City of Manchester.

72) a) Before use of the commercial unit within Phase 2 of the development commences, a scheme for the storage and disposal of refuse for that unit shall be submitted to and approved in writing by the City Council as local planning authority.

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

Reason - In the interests of amenity and public health, pursuant to policies EN19 and DM1 of the Core Strategy for the City of Manchester.

73) During the operational phase of Phase 2, no loading or unloading shall be carried out on the site outside the hours of:

07:30 to 20:00, Monday to Saturday,
10:00 to 18:00, Sunday/Bank Holiday.

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

74) The commercial unit within Phase 2 shall not be occupied unless and until the opening hours of the proposed use have been agreed in writing by the City Council as local planning authority. That use thereafter shall not open outside the approved hours.

Reason - In the interests of residential amenity in accordance with saved policy DC 26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

75) Prior to first use of any commercial uses hereby approved within Phase 2 of the development that involve the preparation of hot food, a scheme for the extraction of any fumes, vapours and odours from the premises shall be submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be implemented before the use commences and shall remain operational thereafter.

Reason - In order to ensure the efficient dispersal of cooking odours from the premises in the interests of the amenity of neighbouring occupiers and to ensure that any ventilation flues/ducting can be accommodated without detriment to the character and appearance of the host building and the surrounding area in accordance with policies SP1 and DM1 of the Core Strategy and the National Planning Policy Framework.

76) a. External lighting within Phase 2 shall be designed and installed so as to control glare and overspill onto nearby residential properties in accordance with a scheme to be submitted to and approved in writing by the City Council as Local Planning Authority prior to installation of the lighting.

b. Prior to occupation of Phase 2 of the development a verification report to validate that the relevant works undertaken throughout the development conforms to the recommendations and requirements in the approved light consultant's report shall be submitted to and approved in writing by the City Council as local planning authority. The report shall include post completion testing to confirm that acceptable criteria have been met. Any instances of non-conformity with the recommendations in the report shall be

detailed along with any measures required to ensure compliance with the criteria and timescales for implementation. The measures to ensure compliance shall be carried out in accordance with the approved timescales.

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.

77) Development within Phase 2 hereby approved shall be carried out only in accordance with the recommendations of the Crime Impact Statement Version B: 03/04/23 Reference: 2023/0042/CIS/01 by Greater Manchester Police, as relevant to that phase. No building within Phase 2 shall be occupied or used until the City Council as Local Planning Authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation relating to that phase.

Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester.

78) No part of Phase 2 of the development shall be occupied unless and until space and facilities for bicycle parking have been provided in accordance with the approved details. The approved spaces and facilities shall then be retained and permanently reserved for bicycle parking.

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to transport mode, pursuant to policy T1 of the City of Manchester Core Strategy.

79) No part of Phase 2 of the development shall be occupied unless and until car parking spaces suitable for use by disabled persons have been provided in accordance with the approved drawings and documents. These parking spaces shall be retained and permanently reserved for use by disabled persons.

Reason - To ensure that adequate provision is made for parking for disabled persons, pursuant to policies CC10 and DM1 of the City of Manchester Core Strategy.

80) a) Before first occupation of Phase 2 of the development, a Travel Plan, including details of how the plan will be funded, implemented and monitored for effectiveness, shall be submitted to and approved in writing by the City Council as local planning authority. The strategy shall outline procedures and policies that the developer and occupants of the site will adopt to secure the objectives of the overall site's Framework Travel Plan. Additionally, the Travel Plan shall outline the monitoring procedures and review mechanisms that are to be put in place to ensure that the strategy and its implementation in the Framework Travel Plan remain effective.

b) Within six months of first occupation of Phase 2, the results of the monitoring and review processes shall be submitted in writing to the City Council, as Local Planning Authority and any measures that are identified that can improve the effectiveness of the Travel Plan Strategy shall be adopted and implemented.

The Travel Plan approved above shall be fully implemented, prior to first occupation of the development, and shall be kept in operation at all times thereafter.

Reason - In accordance with the provisions contained within planning policy guidance and in order to promote a choice of means of transport, pursuant to policies T2 and EN16 of the Core Strategy.

81) Prior to the first occupation of the residential element within Phase 2, an electric vehicle car parking strategy for the provision electric car charging to the car parking spaces shall be submitted for approval in writing by the City Council as Local Planning Authority. The scheme shall include the following details:

- (a) Layout and location of electric vehicle charging points;
- (b) Provision for 20% of the spaces to be fitted with a 7kw fast charging point;
- (c) Provision that the remaining car parking spaces would be fitted with appropriate infrastructure to be adapted at a future date should demand be shown as part of the travel plan review required by this permission. Any additional charging points identified as part of that review shall be implemented within two months of approval of the annual review.

The electric vehicle car parking strategy shall be implemented prior to the first occupation of Phase 2 and retained and maintained in situ for as long as the development remains in use.

Reason - In the interest of minimise the impact on local air quality conditions pursuant to policy EN16 of the Manchester Core Strategy (2012).

82) Prior to the commencement of above ground works within Phase 2, the following relating to that Phase shall be submitted to and approved in writing by the City Council as Local Planning Authority:

- a) A Stage 1 and 2 Road Safety Audit (RSA);
- b) A scheme of highway works based on the above RSA, which shall include the following:
 - i) Proposed drop off/loading bays;
 - ii) Proposed parking bays;
 - iii) Proposed street tree planting;
 - iv) Details of the materials, including natural stone or other high quality materials to be used for the reinstatement of the pavements adjacent to the site and for the areas between the pavement and the line of the proposed buildings;
 - v) Reinstatement of redundant access points as continuous footway;
 - vi) Provision of tactile paving and dropped kerbs at junctions serving the site;
 - vii) Physical delineation of the extent of the adopted highway within the site (for example, through the use of brass studs within the ground).
- c) The highway works approved under part b) of this condition above shall be implemented in full in accordance with the approved details prior to any part of Phase 2 of the development first being occupied and shall be retained thereafter.
- d) Prior to any part of Phase 2 of the development first being occupied, a Completion/Verification Report, which shall include photographic evidence and highway approval/completion notices (where relevant) shall be submitted to and approved in writing by the Local Planning Authority.

e) In the event of non-conformity, where the highway works have not been carried out and/or have not been carried out to relevant standards, then any measures/changes required to achieve conformity shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before first occupation of Phase 2 of the development.

Reason - To ensure provision of an adequate pedestrian and vehicular environment in the vicinity of the application site in the interests of pedestrian and highway safety pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

83) Prior to the first occupation of the residential element within Phase 2, a management strategy for the delivery of food, parcels and other goods to the residential accommodation shall be submitted to and agreed in writing by the City Council as local planning authority. The strategy shall include full details of any highway works (including any traffic regulation orders or other traffic measures) required. The approved strategy shall be implemented in full prior to first occupation of the residential accommodation within Phase 2.

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

84) The Visible Light Reflectance (VLR) for glazing on lowest 26 floors of the eastern elevation of the Phase 2 tower shall not exceed 14 per cent.

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

85) a) Phase 2 of the development hereby approved shall be carried out in accordance with the Environmental Standards Statement by Element Sustainability dated May 2024 and the Element Sustainability Technical Note - Energy & Low Carbon Proforma dated 22.08.2025.

b) A post construction review certificate/statement shall be submitted for approval in writing by the City Council, as Local Planning Authority, within 3 months of first occupation of Phase 2 of the development hereby approved.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, EN4, EN6 and DM1 of the Core Strategy, Places for Everyone policies JP-S2 (Carbon and Energy) and JP-S3 (Heat and Energy Networks), the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

86) No externally mounted telecommunications equipment shall be mounted on any part of the development within Phase 2, including the roofs.

Reason - In the interest of visual amenity pursuant to policy DM1 of the Core Strategy.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

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

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

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

You can apply online at the following address:

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

Mining Information

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

Construction Working Hours

To safeguard the amenities of the occupiers of nearby residential and commercial properties during the construction/demolition phases, construction/demolition works shall be confined to the following hours unless otherwise agreed in writing by Manchester City Council Environmental Health:

- o Monday - Friday: 07:30 to 18:00;
- o Saturday: 08:30 - 14:00;
- o Sunday / Bank holidays: No work.

The applicant should refer to:

https://secure.manchester.gov.uk/info/100006/environmental_problems/2956/noise/9

and

IAQM/EPUK Construction Guidance at:

<http://iaqm.co.uk/guidance/>

Materials

Any materials approved for planning purposes should be discussed in full with Building Control. This is to ensure they meet the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the external facade treatment due to conflicts with the Building Regulations you should discuss these with the Planning Service as soon as possible as this could materially affect your permission.

Cranes and Airspace

The applicant's attention is drawn to the procedures for crane and tall equipment notifications, please see:

<https://www.caa.co.uk/Commercial-industry/Airspace/Event-and-obstacle-notification/Crane-notification>

Obstacle Lighting

The applicant's attention is drawn to the advice on the potential need to provide obstacle lighting on tall buildings. Further advice can be found here:

<https://www.caa.co.uk/commercial-industry/airspace/event-and-obstacle-notification/lighting-and-marking-of-obstacles/>

Bats

The applicant is reminded that under Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 it is an offence to disturb, harm or kill bats. If a bat is found all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

S278 Agreement

All works to the highway, including any Traffic Regulation Orders (TROs), shall be undertaken via a Section 278 Agreement under the Highways Act with MCC Highways. This should be progressed prior to any works beginning, with the full costs of the Agreement being funded by the applicant. The applicant is advised to follow the link below, in order to commence the process:

https://www.manchester.gov.uk/directory_record/287709/permission_to_work_on_the_highways_-_section_278_agreements/category/355/highways_and_pavements

The minimum standard S278 technical approval timescale is between 4-6months and, if Traffic Regulation Orders (TROs) are included, up to 12 months. Works on the highway must not start until technical approval has been given by the S278 Engineer and the relevant highways permits granted.

Off-site Highways Works Condition Discharge

Applications for off-site highways works condition discharge may only be submitted following securement of cash bond or surety provision of the total costs of the associated highways works as provided by the statutory approvals team. Evidence of this should be provided with the condition discharge documents. The process for permission to work on the highway can be found using the following link:
Licensing - Permission to work on the highways - Section 278 agreements | Manchester City Council

Network Resilience

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

DRAFT DECISION

Date:

Notes

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

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

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

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

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

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

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

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

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

Right of challenge on planning application decision

A third party does not have a right of appeal against a decision on a planning application. Instead there is a right of challenge (a Judicial Review) which is limited to lawfulness of the procedure that we have taken in coming to that decision.

Any challenge must be based on the following and not the merit of the decision:

- Procedural irregularity
- Irrationality
- Illegality

Any application for permission to bring such a challenge (which is through the High Court) must be made within 6 weeks of the date of the decision being issued.

Appendix A



**The Coal
Authority**

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

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

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

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

SCHEDULE 3

OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1.

1.1 To pay to the Council the Off-Site Contribution Index Linked on or prior to the Commencement of Development or prior to the felling of the first tree located on the Site in connection with the implementation of the Planning Permission, whichever is the sooner.

1.2 Following the Off-Site Contribution Appraisal by the Council to pay to the Council within 10 Working Days of its receipt of a request for payment any further Index Linked Off-Site Contribution adjudged to be payable.

1.3 To pay to the Council the Holcroft Moss Contribution on or prior to Commencement of Development of each Phase in the following proportions:

1.3.1 £145 (one hundred and forty five pounds) in respect of Phase 1;

1.3.2 £23,754 (twenty three thousand seven hundred and forty five pounds) in respect of Phase 2.

2 To pay to the Council the Biodiversity Net Gain Contribution Index Linked on or prior to the Commencement of Development.

3 To obtain valid certificates of Completion of Construction immediately upon Completion of 75% of the Dwellings (to the nearest Dwelling) in Phase 2 and to forward copies of the certificates to the Council as soon as reasonably practicable following the issuing of the certificates.

4 To obtain valid certificates of Completion of Construction immediately upon Completion of each Phase and to forward copies of the certificates to the Council as soon as reasonably practicable following the issue of the certificates.

5 To notify the Council in writing;

5.1 within five (5) Working Days of Commencement of Development that development has Commenced;

5.2 within five (5) Working Days of Completion of Construction of Phase 1;

5.3 within five (5) Working Days of Completion of Construction of 75% of the Dwellings (to the nearest Dwelling) Completed in Phase 2;

5.4 within five (5) Working Days of the date of Completion of the Piling Work for each Phase.

VIABILITY APPRAISAL AT CALCULATION DATE AND VIABILITY PAYMENT

6.1 The Owner will within ten (10) Working Days of the Calculation Date

- 6.1.1 confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing; and
- 6.1.2 provide a copy of a Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion and to provide evidence of the date Commencement occurred and evidence of the date any contract relating to a Pre-Sale was signed and dated;
- 6.1.3 Provided that where the Development is undertaken as Build to Rent via a Forward Fund then the steps at Paragraph 6.1.1 to Paragraph 6.1.2 (inclusive) above can be undertaken by the relevant Owner at any time prior to and up to the Calculation Date where a contract for sale has been entered into in respect of the building to be constructed and a contract for construction of the building has also been entered into.
- 6.2 Within forty (40) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner either:-
- 6.2.1 stating that it accepts the Viability Appraisal or
- 6.2.2 correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions.
- 6.3 In the event that the Council shall have served a notice on the Owner pursuant to paragraph 6.2.2 of this Schedule the Owner and the Council shall use Best 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-eight (28) Working Days of the notice served by the Council pursuant to Paragraph 6.2.2 of this Schedule, 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/they should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both parties agree will be final and binding upon them (save in respect of manifest error).
- 6.4 The Viability Appraisal not by way of limitation shall include and confirm the GDV the NDV as applicable, the Costs, the Gross Margin, and the Viability Payment, if any.
- 6.5 The Viability Payment
- 6.5.1 In the event that the Viability Appraisal is agreed by the Council or determined pursuant to Paragraph 6.3 of this Schedule and the information contained therein shows that in accordance with the provisions of this Agreement an Viability Payment is due then on or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment and the aggregate of any Clawback received by the Council shall be capped so that they do not exceed the Maximum Contribution;

- 6.5.2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to Paragraph 6.3 of this Schedule) shows that an 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.
- 6.5.3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment has been received by the Council.

RETENTION OF ARCHITECT

- 7.1 The Owner shall use Best Endeavours to continue to employ the Architect as the lead architect throughout, the Construction Period and until Practical Completion of the Development **PROVIDED THAT** the Architect remains willing and able to fulfil such roles in relation to the Development and that such employment is capable of being secured on reasonable commercial terms.
- 7.2 Should the Architect not be appointed or continue to be appointed in accordance with Paragraph 7.1 above the Owner shall immediately notify the Council of this fact and shall use Best Endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonable practicably and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter.

RETENTION AS BUILD TO RENT

8. Where the Method of Disposal is Build to Rent the Owners covenant that they shall deliver the relevant Build to Rent Dwellings comprising the residential part of the Development for the private rental market as a Build to Rent scheme and the residential part of the Development shall be retained as Build to Rent Dwellings for the Clawback Period Provided that if any part of the residential part of the Development is then Disposed Of as Open Market Sales during the Clawback Period this will trigger the clawback provisions set out in clause 19 of this Agreement, and the Owners further covenant to comply with all the provisions of that clause 19 and upon payment of the Clawback to the Council (or determination that no Clawback is due) this covenant will no longer apply to the relevant Dwellings Disposed of in breach of this covenant. For the avoidance of doubt, any payment of Clawback agreed by the Council and the Owners or determined to be due in accordance with the provisions of clause 19 will when received by the Council in respect of any Dwelling to which the payment of Clawback relates remedy the breach of the obligation to retain the Dwelling as a Build to Rent Dwelling contained in this paragraph, as well as releasing the Dwelling from that obligation thereafter. For the further avoidance of doubt this provision does not prevent the Owners of the Site as at the date of this Agreement or any successors in title from transferring the Site during the Clawback Period to successors in title all of whom will be bound by the covenants contained in this Paragraph 8.

SCHEDULE 4

COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

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

SCHEDULE 5

VIABILITY TEMPLATE

Land known as Plot D, Great Jackson Street, Manchester, M15 4NP

Gross Development Value (GDV) £

Net Development Value (NDV) £

Permitted Profit Level for a Forward Fund agreed before the Completion of the Piling Works based upon 12% of Costs;	£
Permitted Profit Level for a Forward Fund agreed after the Completion of the Piling Works 15% of total Costs	£
Permitted Profit Level for a Forward Sale agreed before the Completion of the Piling Work 15% of GDV	£
Permitted Profit Level for a Forward Sale agreed after the Completion of the Piling Works 18% of GDV	£
Permitted Profit Level for a Build to Rent scheme retained by the Owners 12% of total Costs	£
Permitted Profit Level for Open Market Sales and all other cases 20% of GDV	£
Costs	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and marketing costs TBA	£

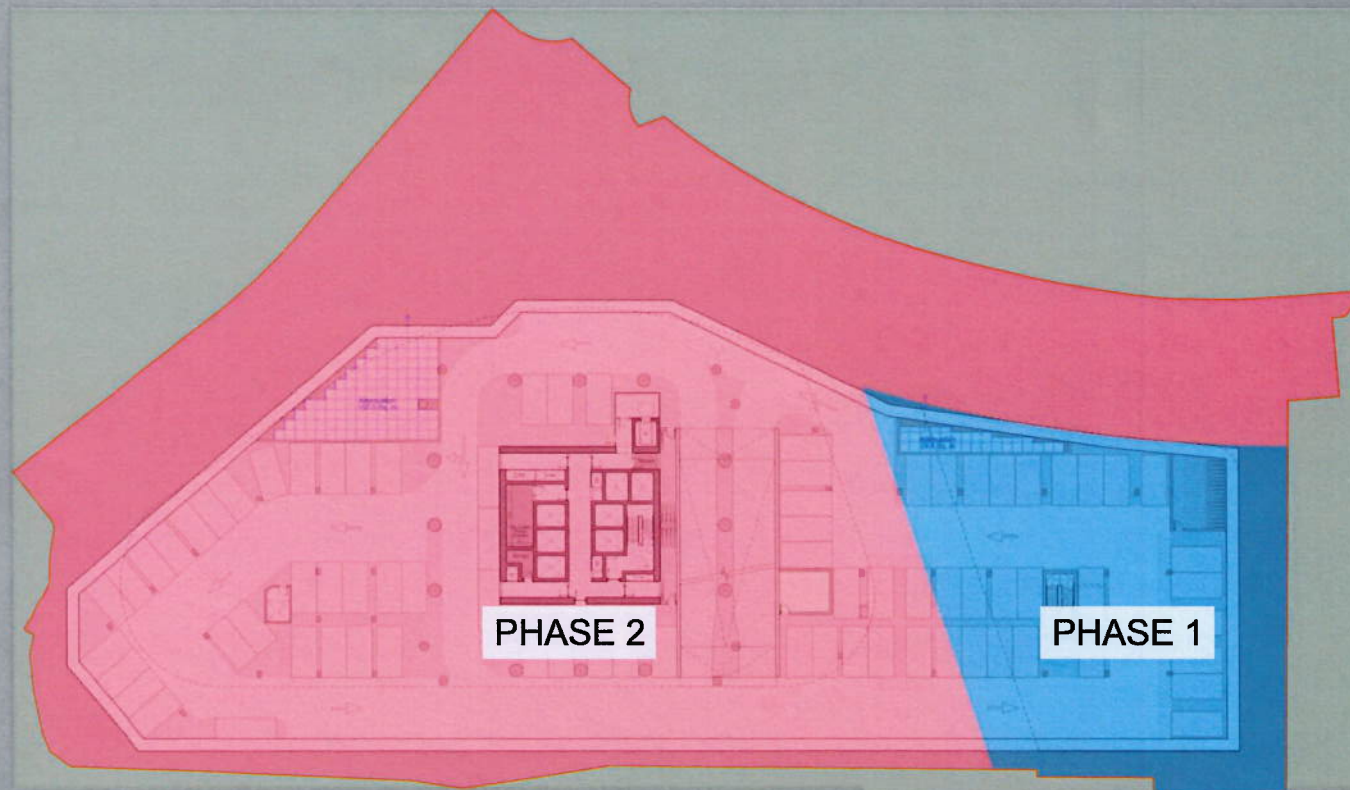
Section 106 payments TBA	£
Finance cost of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Benchmark Land Value	£1,650,000 Index Linked
Agreed Stamp Duty - TBA	
Agreed Site Legal and Agents Fees of Agreed Land Value	
Commercial letting agent and legal fees	
Investment sales agent & legal fees	
TOTAL COSTS (Costs)	
Gross Margin equals GDV – Costs including Benchmark Land Value or in a Build to Rent Scenario equals NDV – Costs including Benchmark Land Value	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT – equating to 50% of Gross Margin minus Permitted Profit Level	

NB –The sum of any Viability Payment shall not exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive.

SCHEDULE 6

Phasing Plans



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



NOTE:

Key

PHASE 1

PHASE 2

NORTH



Date	Scale	Description
P 01 20-04-2023		Planning Issue

Project Title
Great Jackson Street - Plot D
Manchester

Scale
Planning

Drawing Title
Phasing Plan
Basement Level

Job No 10419

Scale 1:250 @ A1

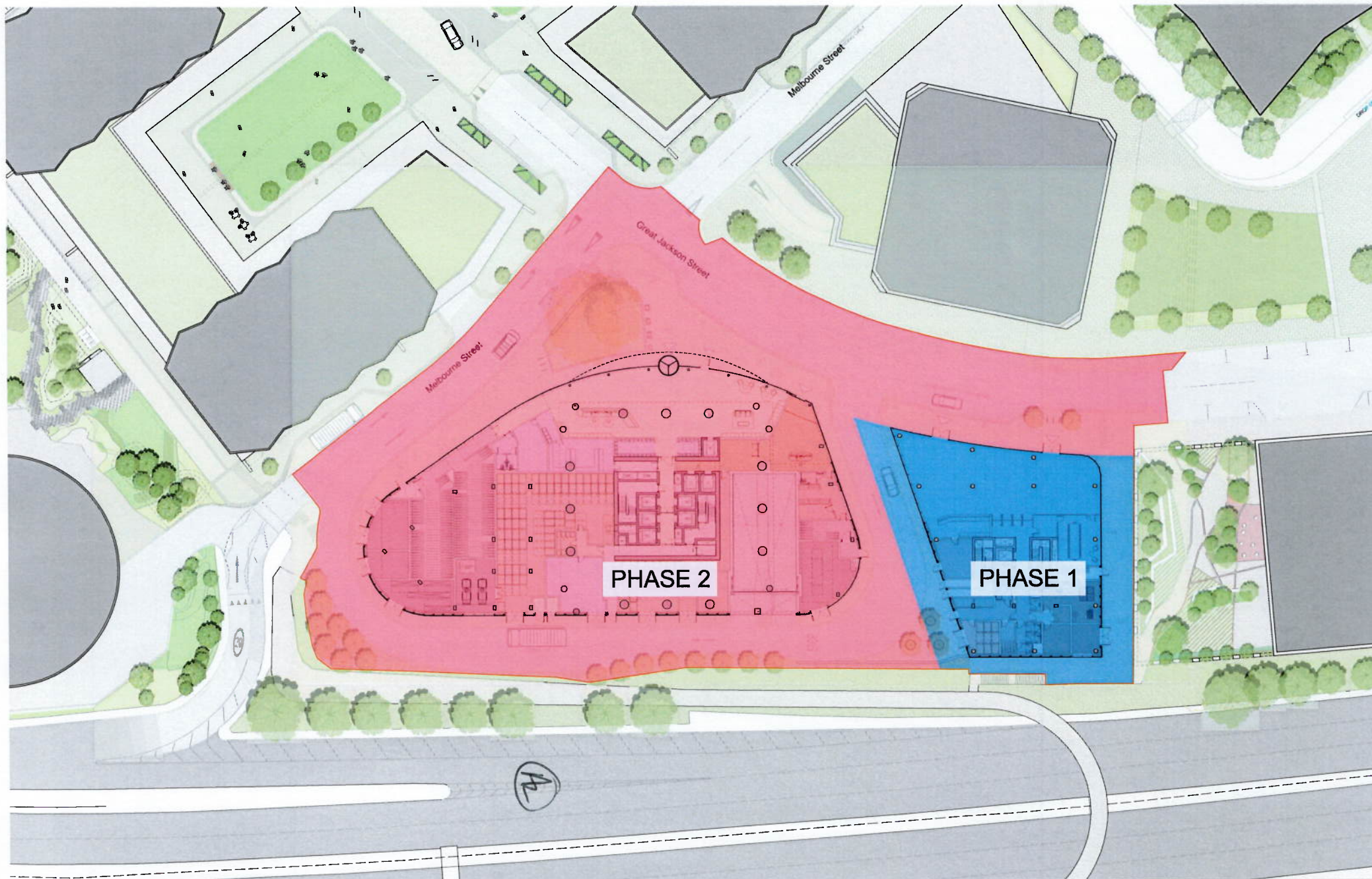
Date APR 2023

Drawing No 10419-Z1-SHP-G000-PL-B1-BSD001

Revision P 01

simpsonhaugh

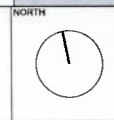
MANCHESTER
Barton, 1 Corporation Rd
Levenshulme, M19 2JG
Tel: 0161 275 2247
www.simpsonhaugh.com
m.s@simpsonhaugh.com



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

Scale Bar
0 10 20m

NOTE:
Key
PHASE 1
PHASE 2



Rev	Date	Description
1	20/04/2023	Phasing Plan

Project Title
Great Jackson Street - Plot D
Manchester

Discipline
Planning

Drawing Title
Phasing Plan
Ground Level

Job No
10419

Scale
1:250 @ A1

Date
APR 2023

Drawing No
10419-Z1-SHP-G000-PL-GRD-85D804

Revision
P 01

simpsonhaugh

MANCHESTER
2-3 RIVERSIDE PLACE
MANCHESTER M2 1BB
+44 (0)161 686 2345
www.simpsonhaugh.com

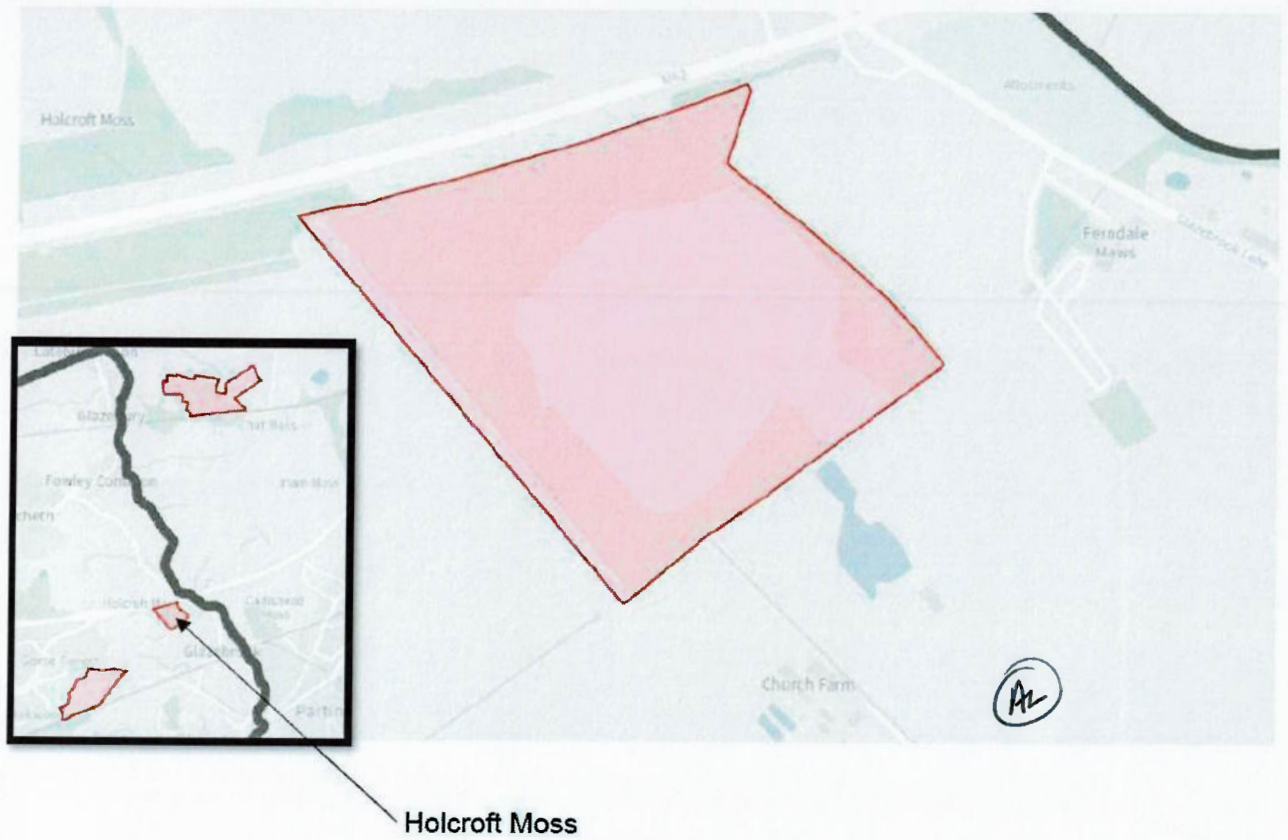
LONDON
10 RIVERSIDE PLACE
LONDON EC4A 3DF
+44 (0)20 7566 4000
mail@simpsonhaugh.com

© SimpsonHaugh 2017

SCHEDULE 7

Holcroft Moss Plan

Holcroft Moss within the Manchester Mosses Special Area of Conservation (SAC)



01132987

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

Executed as a Deed by **WQ DEVELOPMENTS LIMITED**

acting by ANDREW LOFTHOUSE, a director in the
presence of:

.....
Director

Witness signature

Name (Capitals)

JAMES ANDREW SIDCOW

Address

Occupation

Development Director

#16132745v7