

DATED _____ 2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

WYTHENSHAW TOWN FOOTBALL CLUB LTD

- and-

PADEL & PICKLE LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Wythenshawe Town Football Club, Timpson Road, Wythenshawe, M23 9LL**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/EPG/PLA001/84183

THIS AGREEMENT is made the

day of

2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **WYTHENSHAW TOWN FOOTBALL CLUB** (incorporated in England and Wales with company number 12890156) whose registered office is at Ericstan Stadium, Timpson Road, Roundthorn Industrial Estate, Manchester M239LL (the “**Owner**”);
- (3) **PADEL & PICKLE LIMITED** (incorporated in England and Wales with company number 15213416) whose registered office is at Lane End Bollinway, Hale, Altrincham, WA150PB (the “**Developer**”)

BACKGROUND

- A. The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester, and this planning obligation is enforceable by the Council.
- B. The Council is also the freehold owner of the Site which forms part of the land registered at the Land Registry with title absolute under Title number MAN9816.
- C. The Owner is the leasehold owner of the Site which forms part of the land registered at the Land Registry with title absolute under title number MAN127708 and has the benefit of a twenty-five-year lease dated 26 September 2008. The parties acknowledge that discussions relating to future property arrangements concerning the Site may be ongoing, regarding the potential surrender of the lease and the grant of a replacement lease, and that such discussions are separate from and are not the subject of this Agreement.
- D. The Developer is the applicant for the Planning Permission, and prospective sub-tenant of the site, and proposes to undertake and operate the Development.
- E. 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.
- F. The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

- G. The parties have agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- H. The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement satisfy the requirements of regulation 122 of the Regulations in that they are;
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

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

“Agreement” shall mean this agreement;

“Application” the application to which the Council gave the reference 141898/FO/2025 for planning permission for the construction of a 3G football pitch, 2 tennis/multi use courts, 6 doubles padel courts, 4 shipping containers to create a cafe, a terrace and storage facilities, 1 shipping container to provide changing facilities and associated parking, secure cycle storage, private access road, fencing, lighting posts and canopies following demolition of existing buildings.

“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 for the purposes of this Agreement only any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the Agreement be deemed not to be material operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly. Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site;

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

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

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

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

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

“Management Fee” shall mean 15% of the planning application fee which equates to £380.25 to be for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission and “Occupy” and “Occupied” shall be construed accordingly;

“Playing Field Mitigation Sum” the sum of £50,000 index linked in accordance with the provisions of Policy EN11 and the SPD from the date of this Agreement;

“Plan” the plan attached to the Agreement;

“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;

“Regulations” the Community Infrastructure Levy Regulations 2010.

“RICS” the Royal Institution of Chartered Surveyors.

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

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

1.2 The Clause headings do not affect this interpretation.

1.3 Unless otherwise indicated, references to clauses and schedules are to clauses of and schedules to this Agreement and references in a schedule to a part or paragraph are to a part or paragraph of that schedule.

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

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

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

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

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

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

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

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

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

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

2 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council (in its capacity as local planning authority) acting under the powers contained in section 106 or such other enabling powers against the Owner and also against any person who derives title from the Owner in respect of the Site and also against any person who derives title from the Council (in its capacity as freehold owner of the Site) in respect of the Site .

3 CONDITION PRECEDENT

3.1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 4, 9, 11, 15, 17, 18 and 19 which shall have immediate effect.

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or by the timescale required by condition [xx] of the Planning Permission 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(" the Terminating Events") 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. If this Agreement determines then the Council shall promptly return the Playing Field Mitigation Sum together with interest., within 28 days of the date of the first of the Terminating Events to occur to the person(s) who paid that sum.

5 THE OWNER'S COVENANTS

5.1 The Owner on behalf of themselves and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform or to procure the full observations and performance of the obligations on its 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 to be appointed by agreement between the Council and the Owner.

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

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

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owner agrees with the Council (in its capacity as local planning authority) to give the Council immediate written notice of any change in ownership of any of its interest in the Site or any part thereof occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's or sub-tenants 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 or leased by reference to a plan.

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

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE ENTRY

11.1 This Agreement is a local land charge and shall be registered as such by the Council.

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

11.3 The reasonable costs of registration and cancellation of the Council pursuant to clause 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 THIRD PARTY RIGHTS

Save as provided in respect of the successors in title of the Owner and of the Council (in its capacity a freehold owner of the Site) to the Site or any successor to the relevant statutory functions of the Council in its capacity as local planning authority) 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 the Owner's address first above written or as may subsequently be notified and any party that the Council has received notice of under clause 9 hereof at its/their registered office;

14.1.3 to the Developer at the Developer's address first above written or as may subsequently be notified

15 FEES

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

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

15.3 The Developer shall pay forthwith to the Council the Management Fee.

16. INTEREST

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

17. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and the parties agree that the English courts shall have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Agreement.

18 COMPLETION

The provisions of this Agreement (other than this clauses and clause 9, 11,15 and 17)which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

19. WARRANTY AS TO TITLE

The Owner hereby warrants to the Council (in its capacity as local planning authority) that the title details recited in this Agreement as at the date of this Agreement are complete and accurate in every

respect and no other person has a legal or equitable interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

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

SCHEDULE 1

The Site

Land at Wythenshawe Town Football Club, Timpson Road, Wythenshawe, M23 9LL, Manchester and shown for the purposes of identification only edged red on the Plan and which forms part of the land registered at Land Registry under title numbers MAN9816 and MAN127708 .

SCHEDULE 2

Draft Planning Permission

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1. To provide or to procure the provision of prior notification to the Council in writing at least 7 (seven) Working Days in advance of the anticipated Date of Commencement of Development
2. To notify or procure the notification to the Council in writing within 7 (seven) Working Days of the actual Commencement of Development;
3. To procure the Playing Field Mitigation Sum to the Council on completion of this Agreement. The Developer agrees to make such payment on behalf of the Owner.
4. Not to commence the Development until the Playing Field Mitigation Sum has been paid to the Council.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

1. To use the Playing Field Mitigation Sum to contribute solely towards replacement playing field provision at Wythenshawe Park.
 1. At the written request of the Owner or the Developer to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.
 2. In the event that any part of the Playing Field Mitigation Sum paid to the Council has not been spent by the Council within 10 years of the date on which the said sum was paid to the Council the Council shall on the written request of the Owner or the Developer repay to the party/person which paid the said sum such unspent balance (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend provided that the Council has reasonably committed such sum towards the relevant project) together with interest on that balance calculated from the date of payment to the Council to the date of repayment.
 3. The Council shall provide written details of any expenditure incurred by the Council using the Playing Field Mitigation Sum within 20 Working Days of a written request to do so from the party/person who paid the said sum to the Council.
 4. To issue the Planning Permission within 2 Working Days of the date hereof.

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)
WYTHENSHAW TOWN FOOTBALL CLUB LTD)
acting by a Director)

.....

Director

in the presence of:

Witness Signature

Witness Name

Witness Address

EXECUTED AS A DEED by)

PADEL & PICKLE LIMITED)

acting by a Director)

.....

Director

in the presence of:

Witness Signature

Witness Name

Witness Address