

DATED 15th October 2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

MAIZELANDS LIMITED

– and –

ARRINGFORD LIMITED

– and –

GLENBROOK WWS LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 2-4 Whitworth Street West, Manchester, M1 5WY**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/GLW/PLA001/84150

THIS AGREEMENT is made the 15th day of October 2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **MAIZELANDS LIMITED** (incorporated in England and Wales with company number 03292060) whose registered office is at 20 Churchill Place, London E14 5HJ. (the "**First Owner**");
- (3) **ARRINGFORD LIMITED** (incorporated in England and Wales with company number 03292065) whose registered office is at 20 Churchill Place, London E14 5HJ (the "**Second Owner**")
- (4) **GLENBROOK WWS LIMITED** (incorporated in England and Wales with company number 14305933) whose registered office is at 2-10 Albert Square, Manchester, England, M2 6LW (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 Agreement is enforceable by the Council.
- B The First Owner and Second Owner are the freehold owners of the Site registered at the Land Registry with Title Absolute under Title Numbers LA198775 and LA263331 respectively together with but subject to all matters contained or referred to in the Title Registers thereunder. The First Owner and Second Owner hold the Site in their capacity as Nominees (as herein defined).
- C The Developer has an interest in the Site pursuant to a conditional contract dated 22 December 2023 and made between the Owners and the Developer.
- D The Application was submitted by the Developer 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.

- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owners entering into this Agreement without which planning permission would not be granted.
- F The Owners 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.
- G The Council has determined that the Development in order to comply with the Core Strategy will support the payment of the **Maximum Contribution**. However, the Developer 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 any payment towards the **Maximum Contribution** will make the Development unviable. The Owners have agreed to enter into the planning obligations contained herein requiring them to submit the **Viability Appraisal** and pay any **Viability Payment** found to be due in accordance with the provisions contained in this Agreement.
- 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 Agreement secures a waste management strategy for the collection of waste from the Development for the lifetime of the Development. The Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is also to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester. The Owners (as defined herein) have agreed 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

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);

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

“Adjacent Land” the unregistered land upon which part of the Development will take place that lies between the land held by the First Owner under Title number LA198775 and Second Owner under Title number LA263331 as shown for the purpose of identification only edged and hatched red on the Adjacent Land Plan annexed to this Agreement at Annex 2;

“Affordable Housing” shall have the same meaning given to it in policy H8 of the Core Strategy and as defined in the National Planning Policy Framework (NPPF) December 2024 (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“Agreement” shall mean this agreement;

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

“Application” the application to which the Council gave the reference 141773/FO/2024 for planning permission for the demolition of buildings at 2 and 4

Whitworth Street West and the construction of a residential building (Class C3) with associated servicing arrangements, landscaping, and associated works;

“Architect” shall mean the project architect: Sheppard Robson of City Tower, Piccadilly Plaza, Manchester M1 4BT or a replacement subject to the provisions contained in paragraph 7 of Schedule 3 of this Agreement;

“Benchmark Land Value” means £3,380,680.00 (three million three hundred and eighty thousand six hundred and eighty pounds) Index Linked;

“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;

“Building Safety Act Costs” means costs payable by the Owners in relation to the Building Safety Act Levy;

“Building Safety Levy Costs” means the costs incurred by the Owners in relation to satisfying the requirements of the Building Safety Regulator under the Building Safety Act 2022 in relation to the Development;

“Building Safety Regulator” means the regulator set up under the Building Safety Act 2022 or any successor in function;

“Build to Rent Investment” means the Development that will deliver new-build homes for the private rental market, to be retained by the Owners on Completion as an investment (including without limitation Build to Rent);

“Calculation Date” shall be upon the earlier of:

- (a) Completion of Construction of 75% (seventy five per cent) of the Dwellings; or
- (b) the date upon which the Owners enter into a Forward Funding Arrangement provided that the Owners as part of the Viability Appraisal submit to the Council evidence detailing the full construction costs and evidence detailing the maximum commitment from the Forward Funding Arrangement;

“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;

“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 Owners 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;

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any

amendment or replacement of the same and **“Completed”** and **“Completion”** shall be construed accordingly;

“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 013 (reference: 10-013-20240214) of the section of the NPPG headed “Viability” as revised 12 February 2024 as the same may be amended or any replacement thereof, and those items of cost and fees listed within the Viability Template set out in Schedule 5. In addition, the Council will accept in the calculation of Costs:

1. the actual costs incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and
2. the estimated costs that remain to be incurred in completing the Development and such details shall be included in the Viability Appraisal;

“Deed of Variation” means a deed substantially in the form appended at Annex 3 varying this Agreement the purpose of which is to bind the Adjacent Land to the Planning Obligations contained in this Agreement once the Adjacent Land has been registered by the Land Registry;

“Depositary” means State Street Trustees Limited (company number 02982384) whose registered office is at 20 Churchill Place, London E14 5HJ;

“Development” the development undertaken on the Site and Adjacent Land pursuant to the Planning Permission as specified in the Application and

“Developed” shall be construed accordingly;

“Disposal” means:

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

by the Owners 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”** shall be construed accordingly;

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

“Forward Funding Arrangement” means an arrangement in which the Site is transferred by the Owners to an owner and the simultaneous entry into a building agreement whereby the owner pays to the Owners the construction costs of the Development as they fall due and on or after Completion of Construction the whole of the Gross Margin;

“Forward Sale” the committed sale and purchase of the whole completed Development or part of the Development once it is completed (on agreed terms at a future date) as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which details (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction of the Development and on completion of the Development;

“Fund” means HBOS Property Investment Fund ICVC (registered number IC000691)

“Funding Agent and Funding Legal Fees” means 1.25% of the GDV;

“GDV” means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development. In addition the Council will accept in the calculation of GDV the actual aggregate sale price (or where applicable the Maximum Commitment) achieved or contracted to be achieved in respect of the Development up to the time of preparation of the Viability Appraisal

and detailed therein PROVIDED THAT where in the opinion of the Council a Dwelling:

- (a) has not been Disposed Of at a value that is equal to or greater than its Open Market Value; or
- (b) is not yet Disposed Of or not yet sold subject to contract and the advertised price for the Dwelling is not equal to or greater than its Open Market Value then (in either case) the Council may opt in writing to substitute the Open Market Value of the said Dwelling concerned in place of the actual monies received or (if applicable) in place of its advertised price;

“Gross Margin” means the GDV less the Costs or in the case of a Build to Rent scheme means the NDV less the Costs;

“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;

“Insurance and Warranties Cost” means the cost incurred by the Owners related to the Latent Defects Insurance or New Home Warranties for the Development;

“Interest” interest at 4% (four percent) 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 (ninety-nine) years or Assured Shorthold Tenancy, Assured Tenancy or any other form of tenancy for a term of less than 99 (ninety-nine) years and **“Lets”** shall be construed accordingly;

“Letting” means a lease or tenancy of a Dwelling which is not a Long Lease and **“Lettings”** 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 95 (ninety-five) years granted at a premium without reservation of a rack rental;

“Management Fee” shall mean 15% (fifteen percent) of the planning application fee which equates to £13,389.60 (thirteen thousand three hundred and eighty nine pounds and sixty pence) to be used 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 Commitment” means the maximum commitment (being the actual contract sale price) which has been paid pursuant to the Forward Funding Arrangement for the Development;

“Maximum Contribution” the sum of £6,166,789 (six million one hundred and sixty six thousand seven hundred and eighty nine pounds) Index Linked;

“Method of Disposal” whether the Dwellings are being sold on an Open Market Sales basis or are subject to a Forward Funding Arrangement or a Forward Sale or are held as a Build to Rent Investment;

“National Planning Practice Guidance” the web based resource revised in respect of its section on viability on 12 February 2024 as the same may be further revised or amended or any replacement of the same resource which 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;

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

“Nominees” together the First Owner and the Second Owner in their capacity as bare trustees for and on behalf of State Street Trustees Limited acting in its capacity as depositary for the Scottish Widows Property Authority Contractual Scheme

“NPPF” the National Planning Policy Framework issued in December 2024 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same;

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

“Open Market Sales” means the marketing and sale of individual Dwellings 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 2021 by the Royal Institution of Chartered Surveyors (RICS) effective on 31 January 2022 and set out on page 64 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 Site 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 ;

“Owners” means together the First Owner and Second Owner;

“Owners Contingency” means five percent (5%) of the Costs that remain outstanding in relation to the Development at the Calculation Date;

“Owners Development Management Fee” means the costs incurred in managing any of the costs of providing services of the kind detailed in the definition of Professional Fees in relation to the Development, such costs to be evidenced;

“Permitted Profit Level” means:

(a) in the case of a Forward Funding Arrangement when the Gross Margin is equivalent to 12% (twelve percent) of the Costs;

(b) in the case of a Forward Sale when the Gross Margin is equivalent to 15% (fifteen percent) of the Costs;

(c) in the case of a Build to Rent Investment that is not a Forward Funding Arrangement or a Forward Sale when the Gross Margin is equivalent to 15% (fifteen percent) of the Costs;

(d) in all other cases and in the case of Open Market Sales when the Gross Margin is equivalent to 20% (twenty percent) of the GDV;

“Plan” the plan attached to this Agreement at Schedule 1 detailing the Site;

“Planning Obligations” shall mean the obligations of the Owners as 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” the issue of a certificate of practical completion by the Owners Architect, engineer or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or part or parts thereof;

“Professional Fees” means, not including the Owners Development Management Fee or fees novated under the build contract, all of the costs of those third parties (including but not limited to their agents, contractors, professional advisors and technical consultants) that have agreed with the Owners or other relevant third party to provide services in relation to i) the Design, ii) Application, iii) construction and iii) sale of the Development;

“Regulations” the Community Infrastructure Levy Regulations 2010;

“Retail Price Index” 12 (twelve) 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 therefore;

“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;

“Rights to Light Costs” means the premium, excess and fees incurred in respect of rights to light insurance policy at the Calculation Date plus any compensation already paid out together with a reasonable estimate of any residual liability;

“Site” the two parcels of land described in Schedule 1 each shown for the purposes of identification only edged red on the Plan;

“Stakeholder” means the Council’s City Treasurer and her authorised officers;

“Stakeholder Account” means the account held by the Stakeholder at Barclays Bank plc in which monies paid under the Planning Obligations are held;

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

“Viability Assessment Fee” the sum of up to £12,000.00 (twelve thousand pounds) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment;

“Viability Payment” a payment required to be made by the Owners to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and the payment will be 50% of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment together with any Clawback received by the Council prior to the payment of the Viability Payment shall not be required to exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto;

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

- (a) the day on which the Council states pursuant to paragraph 6.1 of Schedule 4 that the Viability Appraisal is agreed; or
- (b) the day on which the Viability Appraisal is agreed in writing between the Owners and the Council pursuant to paragraph 3 of Schedule 3; or

(c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of this Agreement and paragraph 3 of Schedule 3; or

(d) Practical Completion of the final Dwelling within the Development;

as the case may be;

“Waste Management Strategy” means the strategy for managing waste at the Development annexed to this Agreement at Annex 1 as may be amended or replaced by the Owners from time to time provided that such amendments or replacement are first approved by the Council in writing;

“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, plans and Schedules are to clauses, plans and Schedules of 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 England as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

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

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

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

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

1.8 Any covenant by the Owners 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 of the Act or such other enabling powers against the Owners.

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 this clause and clauses 9, 11, 15, 18, 20 and 21 and Paragraphs 1.5 and 1.6 of Schedule 3 which shall have immediate effect.

4 CONDITION SUBSEQUENT

If the Planning Permission has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owners) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNERS COVENANTS

The Owners on behalf of themselves and any person deriving title to any part of the Site from the Owners hereafter hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations on 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 Owners 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 Owners otherwise agree be referred to an Expert and in relation to the Viability Appraisal the Expert shall be a Chartered Surveyor to be appointed by agreement between the Council and the Owners.

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

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

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owners agree with the Council to give the Council written notice of any change in ownership of any of its interest in the Site within 10 (ten) Working Days of the change 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 purchased by reference to a plan PROVIDED ALWAYS that this requirement shall not apply to the disposal of individual Dwellings and PROVIDED FURTHER THAT this requirement shall not apply to the disposal contemplated by the conditional contract dated 22 December 2023 made between the Owners and the Developer.

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

9.3 This Agreement shall not be enforceable against any statutory body acquiring any part of the Development to be held for public purposes, any owner of any electricity sub-station and/or gas governor site and/or pumping station to other supply installation nor those deriving title from them.

9.4 Any mortgagee or chargee for the time being shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the mortgagee or chargee is in possession of all or any part of the Site.

9.5 The Owners hereby warrant to the Council that no other person other than the Owners and the Developer has any legal or equitable interest in the Site and for the avoidance of doubt no warranty is provided in respect of the Adjacent Land.

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 either of the Owners or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereof 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 Owners if requested by the Council.

12 NON-PROHIBITION ON DEVELOPMENT

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

13 SECTION 73 OF THE ACT

13.1 In the event that an application is made pursuant to Section 73 of the Act for an amendment to the Planning Permission and planning permission is granted in respect of that application then references to Planning Permission in this Agreement shall unless the Council in determining any application(s) under Section 73 of the Act requires the completion of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act include the new planning permission granted pursuant to Section 73 of the Act and unless as aforesaid this Agreement shall apply to and

remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the Act.

13.2 In respect of the completion of any new deed or supplemental deed pursuant to Section 106 and/or section 106A of the Act (the "New Deed") required by the Council when determining an application under Section 73 of the Act to amend the Planning Permission ("the "S73 Application") to the extent that any obligations imposed under this Agreement in respect of the Planning Permission have been triggered and fully discharged the Council will accept that discharge in lieu of the discharge of any identical obligations imposed in the New Deed in respect of a planning permission granted pursuant to the S73 Application.

14 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.

15 COMMUNICATION

15.1 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

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

15.1.2 to the Owners at their respective addresses first above written;

15.1.3 to the Developer at the address first above written;

or any such address as communicated in writing by the parties

15 LIABILITIES OF THE NOMINEES

15.1 It is hereby agreed and declared that notwithstanding anything to the contrary contained or implied in this Agreement that the Nominees are entering into this Agreement in their capacity as nominees for and on behalf of the Depositary acting as depositary of the Fund and as such any liability on their part pursuant to this Agreement is limited to assets held by them for the time being as nominees for and on behalf of the Depositary acting as depositary of the Fund.

15.2 The liabilities of the Depositary in respect of the obligations incurred by it under or in consequence of this Agreement shall be limited to such liabilities as can and may lawfully and properly be met out of the net assets of the Fund for the time being in the hands of the Depositary as depositary of the Fund.

15.3 The Depositary shall be released from liability under this Agreement if it ceases to be the depositary of the Fund.

16 FEES

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

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

16.3 When submitting the Viability Appraisal the Owners shall pay to the Council the related Viability Assessment Fee within 10 (ten) Working Days of his receipt from the Council of an invoice detailing the amount.

17. 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.

18. JURISDICTION

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

19. CLAWBACK

19.1 Where the Method of Disposal is Build to Rent and at any time during the Clawback Period any one or more Dwellings comprising the Development are not retained in single ownership by the Owners as Built to Rent and are the subject of Open Market Sales the Owners will within twenty eight (28) Working Days of any such Disposal of a Dwelling as an Open Market Sale provide a valuation of the Clawback (if any) (the "**Clawback Valuation**") to the Council.

19.2 Within 40 (forty) Working Days of its receipt of the Clawback Valuation the Council shall give written notice to the Owners 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 Owners pursuant to clause 19.2.2 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owners and the Council shall have failed to agree the Clawback Valuation within 28 (twenty-eight) 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).

19.4.1 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 19.3 confirms that Clawback is payable then subject to the provision contained in 19.4.2 the Owners will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester.

19.4.2 The amount of Clawback payable when added to any Viability Payment that has been received by the Council will not be required to exceed the Maximum Contribution and Clawback shall only be payable where the profit from the Disposal of the relevant Dwelling exceeds the Permitted Profit Level.

19.5 The Owners will pay the Council the Clawback on or prior to the 28th (twenty eighth) Working Day 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 Owners covenant to pay the Council's reasonable costs of such calculation such costs will be notified to the Owners and payment will fall due on the 28th (twenty eighth) Working Day of notification of such costs.

19.7 Any payment made under this clause when aggregated together with any Viability Payment will not exceed in total the Maximum Contribution. The Owners 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.

19.8 Upon payment of the Clawback (or determination that no Clawback is payable), the Dwellings 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. THE DEVELOPER'S EQUITABLE ESTATE

The Developer joins in this Agreement to confirm its consent to this Agreement and hereby acknowledges that its interest in the Site referred to in Recital C above upon it deriving a registered legal title will be bound by the planning obligations contained in this Agreement.

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

SCHEDULE 1

The Site

The two parcels of land at 2 - 4 Whitworth Street West, Manchester M1 5WY each shown for the purposes of identification only edged red on the Plan.

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DO NOT SCALE FROM THIS DRAWING
The contractor shall check and verify all dimensions on site and report any discrepancies in writing to Sheppard Robson before proceeding work

FOR ELECTRONIC DATA ISSUE
Electronic Data / drawings are issued as "read only" and should not be interrogated for measurement. All dimensions and levels should read, only from those values stated in text on the drawing.

NOTES

REVISIONS		
REV.	DATE	AMENDMENT

KEYPLAN

CLIENT
Glenbrook WWS Limited

SHEPPARD
ROBSON

77 Parkway Camden Town London NW1 7PU
T: +44 (0)20 7504 1700 E: enquiries@sheppardrobson.co.uk

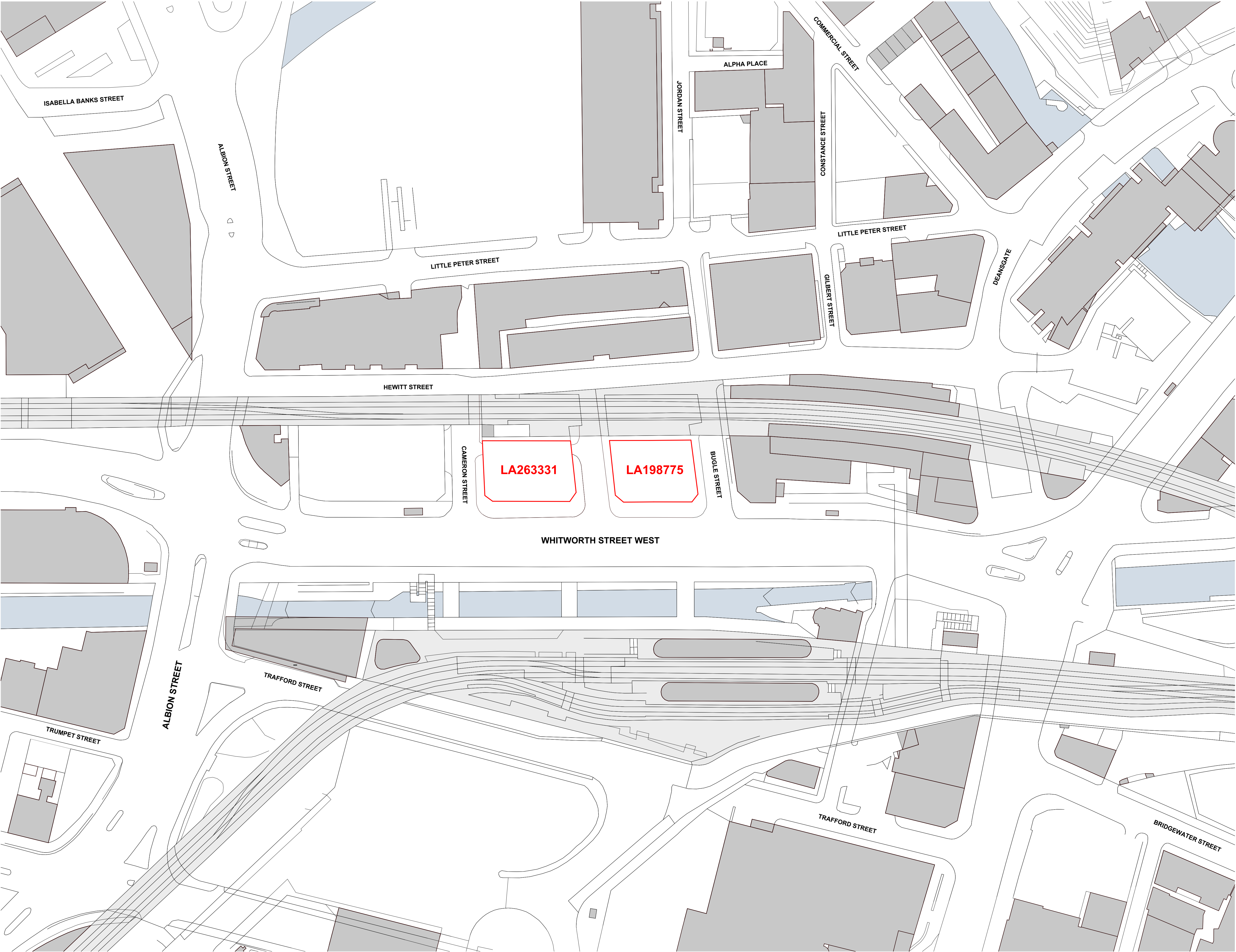
PROJECT
2-4 Whitworth Street West

SCALE@A1	DATE	ORIGINATOR	CHECKED	AUTHORISED
1 : 500		MT	PC	TOB

DESCRIPTION
Existing Title Plans

STAGE
Stage 4

STATUS	PURPOSE FOR ISSUE	SR NO.
S3	Review & Comment	7196
DRAWING NO.		REV.
WWS-SRA-XX-XX-DR-A-SK453		



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The contractor shall check and verify all dimensions on site and report any discrepancies in writing to Sheppard Robson before proceeding work

FOR ELECTRONIC DATA ISSUE

Electronic Data drawings are issued as "read only" and should not be interrogated for measurement. All dimensions and levels should read only from those values stated in text on the drawing

NOTES

REVISIONS

REV.	DATE	AMENDMENT

KEYPLAN

CLIENT

Glenbrook WWS Limited

SHEPPARD ROBSON

77 Parkway Camden Town London NW1 7PU
T +44 (0)20 7504 1700 E enquiries@sheppardrobson.co.uk

PROJECT

2-4 Whitworth Street West

SCALE@A1	DATE	ORIGINATOR	CHECKED	AUTHORISED
1 : 500		MT	PC	TOB

DESCRIPTION

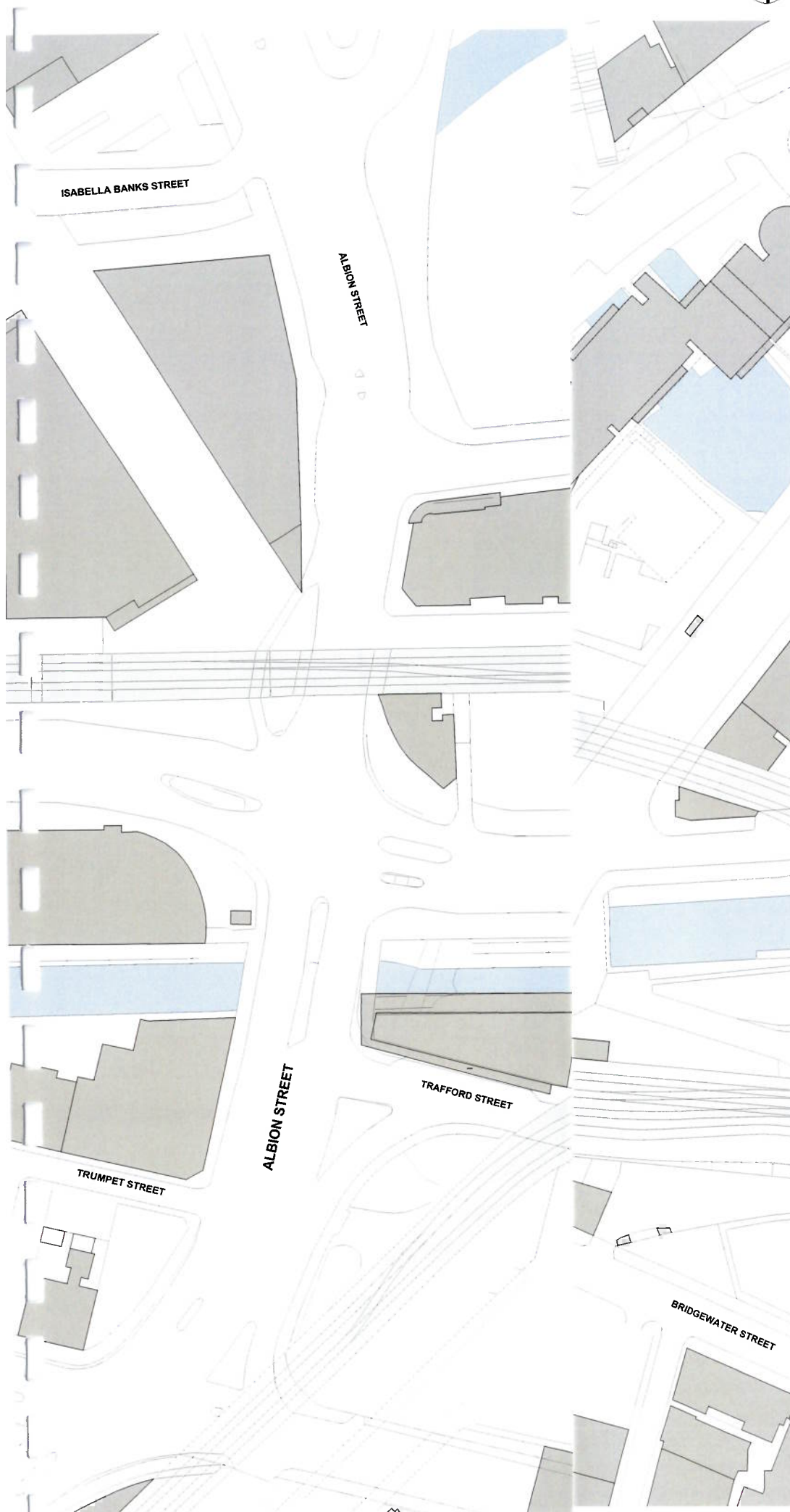
Existing Title Plans

STAGE

Stage 4

STATUS	PURPOSE FOR ISSUE	SR NO
S3	Review & Comment	7196
DRAWING NO		REV

WWS-SRA-XX-XX-DR-A-SK453



SCHEDULE 2

Draft Planning Permission



DRAFT

Town & Country Planning Act 1990 (as amended)

Planning Permission

Part 1 – Particulars of the application/development

Proposal:

Demolition of buildings at 2 and 4 Whitworth Street West and the construction of a residential building (Class C3) with associated servicing arrangements, landscaping, and associated works.

Location:

2-4 Whitworth Street West
Manchester
M1 5WY

Application reference:

141773/FO/2024

Applicant:

Glenbrook WWS Ltd

Date of application:

18 December 2024

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **minded to be approved** 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 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:

7196-SRA-XX-XX-DR-A-02000 P01 Location Plan - Existing

7196-SRA-XX-XX-DR-A-02001 P02 Location Plan - Proposed

7196-SRA-XX-XX-DR-A-02010 P01 Site Plan - Existing

7196-SRA-XX-XX-DR-A-02011 P02 Site Plan - Proposed

7196-SRA-XX-XX-DR-A-02020 P01 Demolition Plan

7196-SRA-XX-ZZ-DR-A-02024 P01 Demolition Elevation North Elevation with Context

7196-SRA-XX-ZZ-DR-A-02025 P01 Demolition Elevation South Elevation with Context

7196-SRA-XX-ZZ-DR-A-02026 P02 Demolition Elevation West Elevation with Context

7196-SRA-XX-ZZ-DR-A-02027 P02 Demolition Elevation East Elevation with Context

7196-SRA-XX-00-DR-A-02100 P03 General Arrangement - Ground Floor Plan

7196-SRA-XX-01-DR-A-02101 P01 General Arrangement - First Floor Plan

7196-SRA-XX-02-DR-A-02102 P01 General Arrangement - Second Floor Plan

7196-SRA-XX-ZZ-DR-A-02051 P01 General Arrangement - Typical Floors Levels 3-22

7196-SRA-XX-ZZ-DR-A-02052 P01 General Arrangement - Typical Floor Levels 23-33

7196-SRA-XX-ZZ-DR-A-02053 P01 General Arrangement - Typical Floor Levels 34-40

7196-SRA-XX-ZZ-DR-A-02054 P01 General Arrangement - Typical Floor Levels 41-43

7196-SRA-XX-RF-DR-A-02110 P01 General Arrangement - Roof Plan

7196-SRA-XX-ZZ-DR-A-02300 General Arrangement - Sections

7196-SRA-XX-ZZ-DR-A-02204 P02 General Arrangement - Proposed North Elevation with Context

7196-SRA-XX-ZZ-DR-A-02205 P02 General Arrangement - Proposed South Elevation with Context

7196-SRA-XX-ZZ-DR-A-02206 P03 General Arrangement - Proposed West Elevation with Context

7196-SRA-XX-ZZ-DR-A-02207 P03 General Arrangement - Proposed East Elevation with Context

7196-SRA-XX-ZZ-DR-A-02218 P01 General Arrangement - Proposed South Elevation (no viaduct) with Context

7196-SRA-XX-ZZ-DR-A-02300 P01 Building Sections AA, BB and CC

7196-SRA-XX-ZZ-DR-A-02400 P02 Typical Facade Bay - Ground to Second Floors

7196-SRA-XX-ZZ-DR-A-02401 P02 Typical Facade Bay - Facade Type 01 - Levels 3-22

7196-SRA-XX-ZZ-DR-A-02402 P02 Typical Facade Bay - Facade Type 02 - Levels 23-40

7196-SRA-XX-ZZ-DR-A-02403 P02 Typical Facade Bay - Facade Type 03 - Levels 41-44

7196-SRA-XX-ZZ-DR-A-02500 P02 External Gates - Indicative Plans and Sections

7196-SRA-XX-ZZ-DR-A-02501 P03 External Bins Store & Service Access - Indicative Plans and Sections

389-LYR-XX-ZZ-DWG-L-0002 P02 Ecology Plan

389-LYR-XX-XX-SCH-L-0001 Rev 01 Planting Schedule

389-LYR-XX-ZZ-DWG-L-1001 P06 Landscape General Arrangement

389-LYR-XX-ZZ-DWG-L-3001 P05 Softworks

389-LYR-XX-ZZ-DWG-L-4001 P05 Levels and Drainage

389-LYR-XX-ZZ-DWG-L-5001 P05 Illustrative Sections 1

389-LYR-XX-ZZ-DWG-L-5002 P06 Illustrative Elevation - Service Entrance

389-LYR-XX-ZZ-DWG-L-5003 P05 Illustrative Sections 2

389-LYR-XX-ZZ-DWG-L-7001 P05 Lighting

85996 CUR XX 00 D TP 05002 P06 Swept Path Analysis - 7.5t Box Van

85996 CUR XX 00 D TP 05003 P06 Swept Path Analysis - Fire Tender

85996 CUR XX 00 D TP 06002 P03 Stopping Up Order Boundaries

85996 CUR XX 00 D TP 06001 P05 Stopping Up Order Extents

85996 CUR XX 00 D TP 75002 P03 Proposed Parking and Servicing Arrangement with Active Travel Scheme

85996 CUR XX 00 D TP 75003 P03 Proposed Servicing Arrangement

85996 CUR XX 00 D TP 75004 P01 Proposed Parking Strategy

Environmental Statement: Volume 1 by Deloitte, December 2024

Environmental Statement: Non-Technical Summary by Deloitte, December 2024

Environmental Statement Appendix 6.1 Sustainability & Circular Economy Statement
Version C Mainer Associates

Environmental Statement Appendix 6.2 Energy and Environmental Standards
Statement P7713-FUT-XX-XX-RP-ME-0004 P02 by Futureserv

Environmental Statement Appendix 7.1 Baseline & Proposed Assessment Scenarios
Drawings

Environmental Statement Appendix 7.2 Daylight & Sunlight Results For Baseline V
Proposed

Environmental Statement Appendix 7.3 Overshadowing Results For Baseline V
Proposed

Environmental Statement Appendix 7.4 Baseline & Proposed + Cumulative Scenarios
Drawings

Environmental Statement Appendix 7.5 Daylight & Sunlight Results For Baseline V
Proposed + Cumulative

Environmental Statement Appendix 7.6 Overshadowing Results For Baseline V
Proposed + Cumulative

Environmental Statement Appendix 8.1 Heritage Statement by Kathryn Sather &
Associates, November 2024

Environmental Statement Appendix 10.1: Glossary Of Acoustic Terms

Environmental Statement Appendix 10.2 Baseline Surveys

Environmental Statement Appendix 10.3 Demolition and Construction Noise and
Vibration Assessment

Environmental Statement Appendix 10.5 Overheating Analysis Report Issue P2 by
Futureserv

Environmental Statement Appendix 12.1 Solar Glare Methodology

Environmental Statement Appendix 12.2 Solar Glare Assessment by GIA 24 October
2024

Environmental Statement Appendix 13.1 Townscape and Visual Impact Assessment -
Methodology & Criteria Tables Revision 02 by Layer.Studio 2 December 2024

Environmental Statement Appendix 13.2 Townscape and Visual Impact Assessment - Visual Baseline & Assessment Revision 04 by Layer.Studio 10 December 2024

Environmental Statement Appendix 13.3 Townscape and Visual Impact Assessment - Townscape Baseline & Assessment Revision 02 by Layer.Studio 2 December 2024

Environmental Statement Appendix 13.4 Visualisation Methodology and Accurate Visual Representation (Avr) Document by Our Studio 2024

Environmental Statement Appendix 14.1 Wind Microclimate Study

Air Quality Assessment by SRL, 27 November 2024

Waste Management Strategy 085996-CUR-XX-XX-T-TP-00003 P04 by Curtins, 17 December 2024

Financial Viability Statement by CBRE, November 2024

Ventilation Statement P7713-FUT-XX-XX-RP-ME-0003 P3 by Futureserv, November 2024

Television and Radio Reception Impact Assessment by GTech Surveys Limited 15/11/2024

Planning and Tall Building Statement by Deloitte, December 2024

Phase 1 Geo-Environmental Investigation Report 4201-01B by IGE Consulting, November 2024

Initial Local Labour Method Statement by Glenbrook, 25 November 2024

Flood Risk Assessment by AKT II Ltd, November 2024

Drainage Assessment Revision D by AKT II Ltd, March 2025

Outline Fire Safety Strategy Revision: R02 by OFR Consultants Ltd, 18/11/202

Crime Impact Statement 2024/0232/CIS/01 Version B, 15/11/24

Broadband Connectivity Assessment by GTech Surveys Limited 15/11/24

Transport Statement 085996-CUR-XX-XX-T-TP-00001 P04 by Curtins, 17 December 2024

Interim Travel Plan 085996-CUR-XX-XX-T-TP-00002 P03 by Curtins, 25 November 2024

Archaeological Desk-based Assessment v1 by Salford Archaeology, 18/06/24

Operational Management Plan by Glenbrook received by the City Council as local planning authority on 19 December 2024

Design & Access Statement 7196-SRA-XX-XX-RP-A-00100 P03 by Sheppard Robson, November 2024

GIA Technical Note: Response to Metrolink Queries in relation to Solar Glare from 2-4 Whitworth Street - 20/01/2025 IS03/21286

Ecological Appraisal 35663-HML-XX-XX-RP-U-880001 Issue P05 by Hilson Moran, 28 January 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 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. All homes within the development shall be adaptable to M4(2).

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.

- 4) 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.

- 5) 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.

- 6) 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 Section 10 of the National Planning Policy Framework and Policy EN14 of the Core Strategy.

- 7) 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 line with paragraph 187 of the National Planning Policy Framework and Position Statement J of the 'The Environment Agency's Approach to Groundwater Protection'.

- 8) 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.

- 9) a) Prior to the commencement of development, except demolition excluding the floor slab, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the development shall be submitted to and approved in writing by the City Council as 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 City Council as local planning authority require further investigation, the development, not including demolition, 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 City Council as local planning authority.

The measures for investigating the site identified in the approved Site Investigation Proposal shall be carried out before the development, not including demolition, commences and a report prepared outlining what measures, if any, are required to

remediate the land (the Site Investigation Report and/or Remediation Strategy), which shall be submitted to and approved in writing by the City Council as local planning authority. The development, not including demolition, shall be carried out in accordance with the approved Remediation Strategy.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development is occupied, then further development shall cease and/or the development shall not be occupied until a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the approved Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy (as the case may be).

b) Prior to the first use/occupation of the development, a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority, to validate that the development conforms to the approved Site Investigation Report and/or Remediation Strategy/Revised Remediation Strategy.

c) In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy/Revised 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.

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.

- 10) No development works (except demolition) shall take place 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 removal of the slab as part of the demolition works shall be carried out only in accordance with an archaeological watching brief monitored by a qualified archaeologist to ensure that there is no damage to any underlying archaeological remains.

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.

- 11) a) Prior to the commencement of development, details of a Local Labour Proposal in order to demonstrate a commitment to recruit local labour for the demolition 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 demolition phase 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 demolition work 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.

- 12) a) Prior to the commencement of development, not including demolition, 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 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 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.

- 13) Prior to the commencement of demolition, a detailed demolition management plan 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;

*A community consultation strategy that details how and when local businesses and any residents will be consulted on matters such as hours of work, noisy working, road closures and suspension of parking bays;

*Consideration of the vehicular access requirements of adjacent businesses, including Rebellion Nightclub, and how this would be managed and accommodated, including consultation with relevant stakeholders;

*Sheeting over of construction vehicles;

*Vibration monitoring and mitigation measures to be implemented in respect of the impact on the adjacent railway viaduct; and

*Details of dust control including measures required to protect the Rochdale Canal, the Civic Quarter Energy Centre and the adjacent railway viaduct from dust and debris from the demolition.

The demolition 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, EN9, EN19 and DM1 of the Manchester Core Strategy.

- 14) Prior to the commencement of development (not including demolition), a detailed construction management plan 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;
- *A community consultation strategy that details how and when local businesses and any residents will be consulted on matters such as hours of work, noisy working, road closures and suspension of parking bays;
- *Consideration of the vehicular access requirements of adjacent businesses, including Rebellion Nightclub, and how this would be managed and accommodated, including consultation with relevant stakeholders;
- *Sheeting over of construction vehicles;
- *Vibration monitoring and mitigation measures to be implemented in respect of the impact on the adjacent railway viaduct; and
- *Details of dust control including measures required to protect the Rochdale Canal, the Civic Quarter Energy Centre and the adjacent railway viaduct from dust and debris from the demolition.

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

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

- 15) a) Notwithstanding the details submitted with the application, prior to the commencement of development (not including demolition), the following shall be submitted to and approved in writing by the City Council as local planning authority:

- i. Baseline samples and specifications of all materials to be used on all external elevations;
- ii. Drawings to illustrate details of full sized sample panels that will be produced in line with an agreed programme; and
- iii. A programme for the production of the full sized sample panels and 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 external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames.

b) The sample panels and quality control management strategy shall then be submitted to and approved in writing by the City Council as local planning authority in accordance with the programme and drawings agreed in part a) above. The development 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.

- 16) Notwithstanding the approved details, prior to any above ground works, a programme for the submission of final details of the public and private realm works 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 delineation measures between private and adopted areas of footway to define the extent of the adopted highway;
- (iv) Details of the proposed soft landscape including proposed size, species and planting specification including tree pits and design;
- (v) 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;
- (vi) Details of boundary treatments, including gates, which shall ensure adequate visibility for child pedestrians where adjacent to the adopted highway;
- (vii) Details of the proposed street furniture including seating, bins and lighting;

(viii) Details of any external steps and handrails;

(ix) Details including exact locations of external cycle parking; and

(x) Details of children's play feature.

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.

- 17) Prior to the first occupation of the development, a detailed landscape management plan 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 shall be maintained including maintenance schedules and repairs. The management plan shall then be implemented as part 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.

- 18) Prior to the commencement of development, not including demolition, 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 and connectivity;

b) Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable;

c) Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates, as the site is located within Conurbation Core Critical Drainage Area;

d) An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.

e) Runoff volume in the 1 in 100 year, 6 hours rainfall shall be constrained to a value as close as is reasonable practicable to the greenfield runoff volume for the same event, but never to exceed the runoff volume from the development site prior to redevelopment;

f) 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 year plus 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 year rainfall event plus 45% Climate Change.

g) Assessment of overland flow routes for extreme events that is diverted away from buildings (including basements). Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout plan with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.

h) Progression through the drainage hierarchy shall be evidence based and supported by site investigation, including assessments of ground conditions and infiltration testing in accordance with Building Research Establishment Digest 365. Site investigations shall be undertaken in the locations and at the proposed depths of the proposed infiltration devices. The proposed attenuation shall achieve half emptying time within 24 hours. If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative surface water disposal routes is required.

i) Where surface water is connected to the public sewer, agreement in principle from United Utilities is required to show 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.

j) Where a public sewer diversion is proposed, agreement in principle from United Utilities is required. An email of acceptance will suffice.

k) Where a public sewer build-over is proposed, agreement in principle from United Utilities is required. An email of acceptance will suffice.

l) A blockage risk assessment as part of the drainage strategy to support proposed flows less than 5 l/s.

m) CCTV survey and routing plan of existing drainage system to understand condition, capacity, connectivity.

n) A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from 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).

o) Construction details of flow control and SuDS elements.

The approved details shall be implemented in full before first occupation of the development.

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.

- 19) The development hereby approved shall not 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 the development 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 design drawings;

b. As-built construction drawings if different from design construction drawings, or confirmation that the as-built drawings 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.

- 20) a. No development (not including demolition) shall commence on site until there has been submitted to and approved in writing by the City Council as local planning authority and by the Operator(1) either:

i) detailed plans or evidence for the proposed buildings, demonstrating that there would be no detrimental impact upon the operation of the Manchester M10 SSR Radar; or

ii) details of a Radar Mitigation Scheme (RMS)(2) (including a timetable for its implementation during construction) that has been agreed with the Operator(1) to mitigate any detrimental impact upon the Manchester M10 SSR Radar.

b. Where a RMS has been required, no construction above 50 metres above ground level shall take place on site, unless the approved RMS has been implemented. Development shall be carried out in accordance with the approved RMS.

(1)'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).

(2)'Radar Mitigation Scheme', 'RMS' 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.

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.

- 21) Prior to the commencement of development (not including demolition), 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 and Radio Reception Impact Assessment by GTech Surveys Limited 15/11/2024 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 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.

- 22) a) No development shall take place, except for demolition, unless and until a noise insulation scheme that protects the proposed residential accommodation against noise from Whitworth Street West, the adjacent railway viaduct, Rebellion Nightclub, the bars at Deansgate Locks and any other actual or potential sources of noise on or near the site has been submitted to and approved in writing by the City Council as local planning authority. The noise insulation scheme shall include full details of any measures to be implemented on neighbouring premises, if required.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account.

The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria shall be required to 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 LAmax,F by more than 10 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB LAeq

Higher internal noise levels than those specified above may be allowed when higher rates of ventilation are required in relation to the overheating condition.

Due to the proximity of the development to the train line it shall be necessary for vibration criteria to apply which can be found in BS 6472: 2008 "Guide to evaluation of human exposure to vibration in buildings". Groundborne noise/re-radiated noise shall also be factored into the assessment and design.

Where entertainment noise is a factor in the noise climate the sound insulation scheme shall be designed to achieve internal noise levels in the 63Hz and 125Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB (Leq,5min) respectively.

The noise insulation scheme shall include modelling and proposals for reducing noise within the external terrace areas as well as predicted noise levels within these areas.

b) Prior to first occupation of the residential units, a Completion/Verification report shall be submitted to and approved in writing by the Local Planning Authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements of the approved noise insulation and ventilation scheme. The report shall include post completion testing to confirm that the internal noise criteria have been met, including testing environmental noise ingress, entertainment noise levels and the noise from any measures to control overheating. Any instances of non-conformity with the recommendations in the approved noise insulation and ventilation scheme shall be detailed along with any measures required to be undertaken to ensure compliance with the internal noise criteria.

c) In the event of any non-conformity with the approved noise insulation and ventilation scheme, 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 development.

Reason - To secure a reduction in noise from the main roads and surrounding road networks and any other potential sources of noise, in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

- 23) a) Prior to first occupation of the development, the building, together with any ancillary equipment, shall be acoustically insulated in accordance with a scheme to be submitted to and approved in writing by the City Council as local planning authority in order to secure a reduction in the level of noise emanating from the equipment. The equipment shall be selected and/or acoustically treated 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.
- b) Prior to first occupation of the development, a verification report, which shall include post-completion testing, shall be submitted to and approved in writing by the Local Planning Authority to validate that the ancillary 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 at the nearest noise sensitive location, 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 prior to first occupation of the residential units.

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

- 24) a) The gym shall be acoustically insulated and treated to limit the break out of noise, including entertainment noise and structure-borne noise from activity/equipment such as weightdrops/treadmills, 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 first use of the gym, a Completion/Verification report shall be submitted to and approved in writing by the Local Planning Authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved noise insulation and ventilation scheme. The report shall include post completion testing to confirm that acceptable criteria have been met, including testing entertainment noise and structure-borne noise from activity/equipment such as weightdrops/treadmills. Any instances of non-conformity with the recommendations in the approved noise insulation and ventilation

scheme shall be detailed along with any measures required to be undertaken prior to first use of the gym to ensure compliance with the internal noise criteria.

c) In the event of any non-conformity with the approved noise insulation and ventilation scheme, 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 of the gym.

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

- 25) No part of the site outside the building 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.

- 26) a) Prior to commencement of the development (not including demolition), 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 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 the development is in operation.

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

- 27) The Waste Management Strategy 085996-CUR-XX-XX-T-TP-00003 P04 by Curtins, 17 December 2024, 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.

- 28) a. External lighting 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 the development a verification report to validate that the relevant works undertaken throughout the development conform 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.

- 29) During the operational phase of the development, 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.

- 30) Prior to first occupation of the development hereby approved, a scheme of highway works in relation to the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The scheme shall include details of all changes to on-site and off-site adopted highways, including (but not limited to):

- i. Loading bay and turning head on Cameron Street;
- ii. Relocation/closure of parking bays/TROs;
- iii. Car club provision;
- iv. Footway works (including reinstatement, resurfacing and installation of dropped kerbs and tactile paving at crossing points, and review of footway street furniture, infrastructure and bus stop crossing with associated relocation works where necessary); and
- v. Highway stopping-up.

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

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

- 31) Public access shall be maintained at all times across all areas of footway including beneath the building colonnade and within the landscaped areas on Bugle Street and Cameron Street.

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

- 32) Prior to the first occupation of the development, 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 development.

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

- 33) No part 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.

- 34) a) Before first occupation 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 the development, 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.

- 35) The Visible Light Reflectance (VLR) for glazing on the following facades shall not exceed 16 per cent:

Northern Elevation - full height;

Eastern Elevation - full height;

Southern Elevation - up to Level 20; and

Western Elevation - full height.

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

- 36) Notwithstanding the details shown on the approved drawings, prior to the commencement of development, not including demolition, full details, including scaled plans, elevations and cross sections, of the proposed louvres to the third floor, which shall include the use of a bespoke decorative screen, shall be submitted to and approved in writing by the City Council as local planning authority.

Reason - In the interests of visual amenity to ensure a high quality appearance, pursuant to Policy DM1 of the Core Strategy.

- 37) If within twelve months of commencement of the demolition of the buildings/structures on the site, a contract for the redevelopment of the site for which planning permission has been granted has not been submitted to and approved in writing by the City Council as local planning authority, the site shall be treated in accordance with a scheme setting out how the site shall be landscaped and maintained that has been submitted to and approved in writing by the City Council as local planning authority. The site shall be landscaped and maintained in accordance with the approved scheme thereafter.

Reason - In the interests of the amenity of the area, pursuant to policies EN9, EN15, and DM1 of the Core Strategy.

- 38) The development hereby approved shall be carried out only in accordance with the recommendations of the Crime Impact Statement 2024/0232/CIS/01 Version B, 15/11/24 by Greater Manchester Police. The development shall not 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 the development.

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

- 39) No externally mounted telecommunications equipment shall be mounted on any part of the development, 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: www.manchester.gov.uk/roads-and-transport/street-naming-and-numbering

1. Crane and Tall Equipment Notifications

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/>

2. Highways

a. The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with Manchester City Council's (MCC) Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004) Email - highwaylicences@manchester.gov.uk.

b. The applicant is encouraged to have early engagement with MCC's Events and Network Management Team highwaynetworkmanagement@manchester.gov.uk.

c. A S278 agreement is required for works to the adopted highway. A deposit is required to begin the S278 application. Additional costs will be payable and are to be agreed with S278 Statutory Approvals team. Following an assessment of the scope of works, all additional estimated costs are required to be paid in full prior to the expenditure of the initial deposit, or work on the technical approval process will cease and can delay the programme for the start of works on site. The minimum standard S278 technical approval timescale is between 4-6 months and, if TRO's are included, can take 12 months, so please programme this into your timetable. Please note: you will not be able to start works

on the highway until technical approval has been given by the S278 Engineer and the relevant highways permits granted.

d. Any modifications / improvements to the public highway or footpath will require agreement with MCC's Highways Applications and Network Resilience teams. This will be funded at the applicant's expense.

e. Application 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:

https://www.manchester.gov.uk/directory_record/451887/permission_to_work_on_the_highways_-_section_278_agreements/category/355/highways_and_pavements

f. It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The developer is to agree the above with MCC's Statutory Approvals and Network Resilience Teams post planning approval and prior to construction taking place.

3. Materials and Fire Safety

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.

4. Demolition/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:

Monday - Friday: 07:30 to 18:00;

Saturday: 08:30 - 14:00;

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/>

5. Bats

Under the Habitat Regulation it is an offence to disturb, harm or kill bats. If a bat is found during demolition 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.

6. Birds

Under the Wildlife and Countryside Act 1981 as amended it is an offence to remove, damage, or destroy the nest of a wild bird, while the nest is in use or being built. Planning consent does not provide a defence against prosecution under this act. If a bird's nest is suspected work should cease immediately and a suitably experienced ecologist employed to assess how best to safeguard the nest(s).

7. Advertisements

Any signage, wayfinding, banners or any other advertisements to be installed in and around the application site for the purpose of the promotion of the developments and routes to it may require consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

Date:

DRAFT DECISION

Notes

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

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

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

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

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

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

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

SCHEDULE 3

THE OWNERS GENERAL COVENANTS

1. The Owners hereby covenant with the Council as follows:
 - 1.1 To notify the Council in writing within 5 (five) Working Days of Commencement of Development confirming that Development has Commenced.
 - 1.2 To notify the Council in writing within 5 (five) Working Days of the date of Completion of Construction of 75% (seventy five percent) of the Dwellings.
 - 1.3 To notify the Council in writing within 5 (five) Working Days of Completion of Construction of all of the Dwellings pursuant to the Planning Permission.
 - 1.4 To implement the Waste Management Strategy prior to first Occupation and to maintain its provision for the lifetime of the Development.
 - 1.5 To pay the Management Fee prior to completion of this Agreement.
 - 1.6 Not to Occupy permit or allow Occupation of any Dwelling until they have completed the Deed of Variation.

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

2. Within 10 (ten) Working Days of the Calculation Date
 - 2.1 to confirm the Method of Disposal and the relevant Permitted Profit Level to the Council in writing; and
 - 2.2 to provide a copy of the 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.
3. In the event that the Council shall have served a notice on the Owners pursuant to paragraph 6.2 of Schedule 4 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owners and the Council shall have failed to agree the Viability Appraisal within 60 (sixty) Working Days of the notice served by the Council pursuant to Paragraph 6.2 of Schedule 4, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of clause

7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both parties agree will be final and binding upon them (save in respect of manifest error).

4. The Viability Appraisal not by way of limitation shall include and confirm:

4.1 the Permitted Profit Level;

4.2 (where applicable), the GDV and NDV;

4.3 the Costs;

4.4 (where applicable), the Gross Margin; and,

4.5 the Viability Payment, if any.

5. Viability Payment

5.1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment after taking into account any Clawback that has been paid to the Council prior to the payment of the Viability Payment will not be required to exceed the Maximum Contribution.

5.2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 3 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due.

5.3 If a Viability Payment is due then from the Viability Payment Deadline not to permit or allow further Occupation of the Development until the Viability Payment has been received by the Council.

6. RETENTION AS BUILD TO RENT

Where the Method of Disposal is Build to Rent the Owners covenant that it 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 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 6.

7. RETENTION OF ARCHITECT

- 7.1 The Owners shall use reasonable endeavours to continue to employ the Architect as the lead architect throughout the Construction Period PROVIDED THAT the Architect remains willing and able to fulfil such role 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 Owners shall immediately notify the Council of this fact and shall use reasonable endeavours to appoint a replacement Architect of a similar calibre and reputation as soon as reasonably practicable and shall thereafter notify the Council of the identity of the replacement architect immediately thereafter.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owners as follows:

- 1 To use any Viability Payment and Clawback towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
2. At the written request of either of the Owners to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within 20 (twenty) Working Days of receipt of the request.
3. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment and the Clawback within 20 (twenty) Working Days of a written request to do so from the party/person who made the payment to the Council.
4. To repay to the paying party such sum or sums remaining from the Viability Payment and Clawback as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within 10 (ten) years of the date of receipt by the Council
5. To issue the Planning Permission within 2 (two) Working Days of the date hereof.
6. Within 60 (sixty) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either:-
 - 6.1 Stating that it accepts the Viability Appraisal; or
 - 6.2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions.

SCHEDULE 5

VIABILITY TEMPLATE

Land at 2-4 Whitworth Street West, Manchester M1 5WY

GDV	£
NDV under a Build to Rent scheme	£
Permitted Profit Level	£
Costs –	£
Schedule of abnormals costs TBA	
Owners Contingency	£
Professional Fees	£
Insurances and Warranties costs TBA	£
Rights to Light Costs TBA	£
Sales and marketing costs TBA	£
Management Fee	£13,389.60
Viability Assessment Fee TBA	£
Finance cost TBA	£
Agreed Land Value the Lower of 1. Actual Land Value – to be evidenced OR 2. Benchmark Land Value (Indexed)set at planning consent stage	£
–Purchaser's Costs (Land)	£
Funding Agent & Funding Legal Fees	£
TOTAL of COSTS (Costs)	£
Gross Margin equals GDV-Costs or in a Build to Rent scenario equals NDV- Costs	£
Gross Margin minus Permitted Profit Level	£
VIABILITY PAYMENT = (Gross Margin minus Permitted Profit Level) x 50%	£

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

NB - The Headings in the Viability Template are not exhaustive

ANNEX 1

WASTE MANAGEMENT STRATEGY

2-4 Whitworth Street West BTR Waste Management Strategy

Curtins Ref: 085996-CUR-XX-XX-T-TP-00003

Revision: P04

Issue Date: 17 December 2024

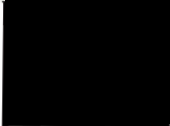
Client Name: Glenbrook WWS Limited, Maizelands Limited and Arringford Limited

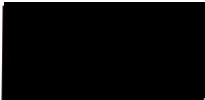
Client Address: Union, 2 10 Albert Square
Manchester
M2 6LW

Control Sheet

Rev	Description	Checked	Issued	Date
P01	First Issue	DD	DD	17 October 2024
P02	Second Issue	DD	DD	21 November 2024
P03	Third Issue	DD	DD	26 November 2024
P04	Fourth Issue	CP	CP	17 December 2024

This report has been prepared for the sole benefit, use, and information for the client. The liability of Curtins with respect to the information contained in the report will not extend to any third party.

Author	Signature	Date
David Dominguez HNDCert MCIHT Principal Transport Planner		17 December 2024

Reviewed	Signature	Date
Carl Peers BA (Hons) MSc CMILT FCIHT Business Unit Director		17 December 2024

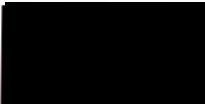
Authorised	Signature	Date
Carl Peers BA (Hons) MSc CMILT FCIHT Business Unit Director		17 December 2024

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Drawing 085996-CUR-XX-00-D-TP-75003 – Servicing Arrangement

Appendices

Appendix A – Proposed Site Layout

Appendix B – MCC's Waste Pro Forma

1.0 Introduction

1.1 Background

- 1.1.1 Curtins has been appointed by Glenbrook WWS Limited, Maizelands Limited and Arringford Limited (the Applicant) to provide transport and highways advice in relation to a planning application for a build-to-rent residential development at 2-4 Whitworth Street West, Manchester city centre.
- 1.1.2 The Applicant seeks to obtain Full Planning Permission for the demolition of existing low rise commercial units and erection of a 44-storey residential development with supporting residential amenity, providing 364 new apartments.
- 1.1.3 The proposed site layout is provided in **Appendix A**.

1.2 Purpose of the Report

- 1.2.1 This Waste Management Strategy (WMS) has been prepared to consider the potential refuse and recyclable waste volumes of the development, management strategy and collection arrangements.

1.3 Structure of the Report

- 1.3.1 Following this introduction, **Section 2** of the report provides a comprehensive description of the site location, including existing use and surrounding highway network, whilst relevant local and national waste policy is summarised in **Section 3**.
- 1.3.2 **Section 4** contains the waste forecasting methodology used to establish the likely refuse generation associated with the proposed development, providing details of recycling, waste management and collection procedures. The report is summarised and concluded in **Section 5**.

2.0 Existing Situation and Highway Layout

2.1 Site Location

2.1.1 The site is located in Manchester city centre, adjacent to Deansgate train station and opposite Deansgate-Castlefield tram stop. The site is bound by Whitworth Street West to the north, Cameron Street to the east, a railway viaduct to the south, and Bugle Street to the west. The site spans Rowendale Street, which will be stopped-up.

2.1.2 Figure 2.1 below shows the site in a local context relating to the local highway network:

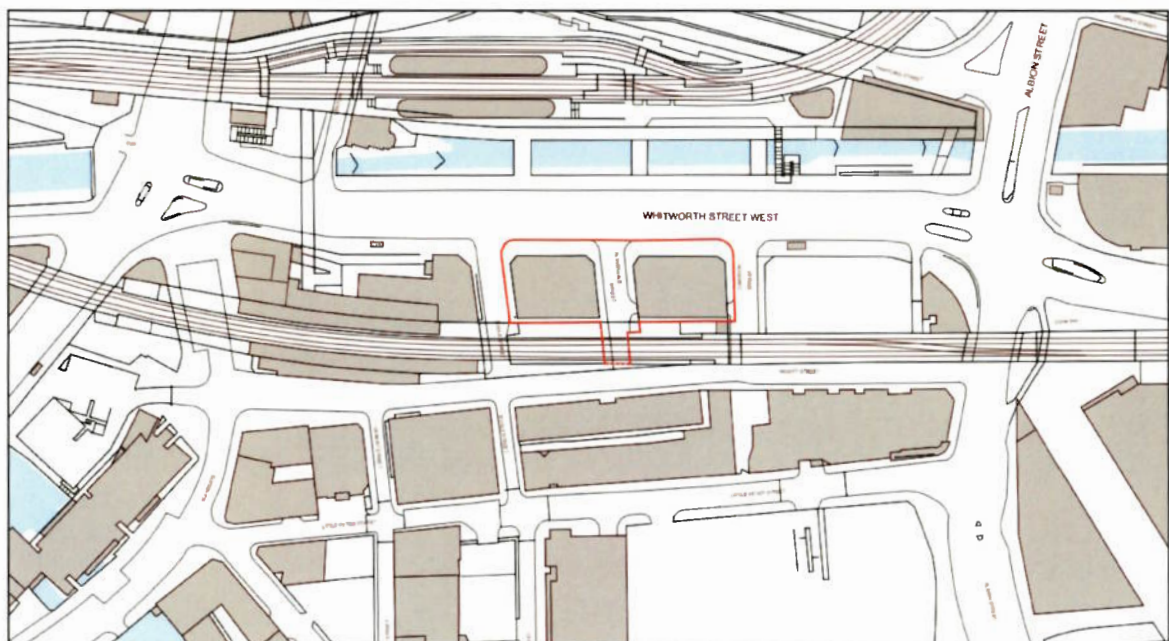


Figure 2.1 – Site Location

(Source: Sheppard Robson Architects, 2024)

2.2 Surrounding Highway Network

Whitworth Street West

2.2.1 On 5th August 2024, works commenced on MCC's 'Active Travel (ATF) City Centre Scheme section 2: Liverpool Road – Whitworth Street West', which will transform parts of Deansgate, Whitworth Street West, and Bridgewater Viaduct, including along the site frontage. The works are expected to complete in Spring 2025.

2.2.2 Before the works started, Whitworth Street West had a c. 14m-wide carriageway bordered by c. 2 – 5m-wide footway on the southern side (c. 4.5m along the site frontage) and a c. 5m-wide footway on the northern side. The carriageway was marked as one lane of general vehicular traffic in each direction

with some on-street car parking along each side, but there was sufficient width for two vehicles to pass in each direction along much of its length.

- 2.2.3 Cyclist facilities were limited to advanced stoplines at traffic signals and a narrow c. 1m-wide painted eastbound cycle lane for the final 60m before the junction with the A5103 Albion Street.
- 2.2.4 The scheme will improve facilities for active travel and buses, particularly cycling, on a key city centre route, and connect with other existing cycling facilities. Throughout the scheme area, there will be new continuous, segregated cycle lanes, improved crossing facilities for pedestrians and cyclists, wider footways, and rain gardens. General vehicular traffic will be restricted to eastbound only on Whitworth Street West between Deansgate and Albion Street (to provide a westbound bus lane), and Deansgate between Jackson's Row (Deansgate is already southbound only to the north) and Great Bridgewater Street. Some Pay & Display parking, disabled parking, loading bays and taxi ranks will be retained.
- 2.2.5 In addition to the existing c. 4.5m-wide footway, there is now an additional c. 1.8m-wide footway for the floating bus stop in front of 4 Whitworth Street West.
- 2.2.6 **Figure 2.2** below shows an extract of the scheme in the immediate vicinity of the site.

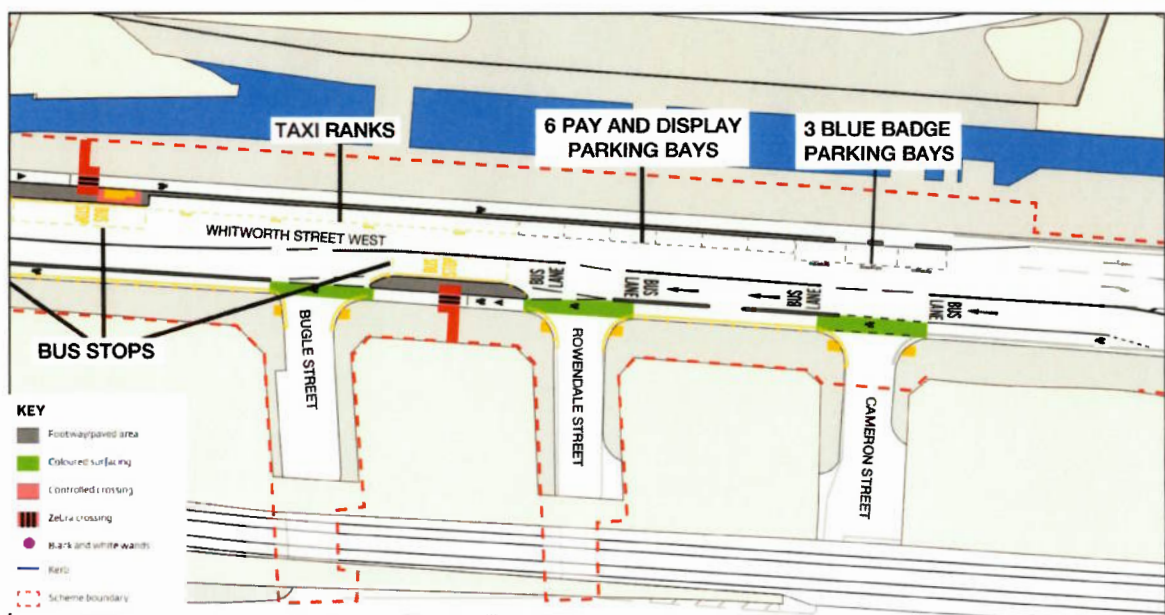


Figure 2.2 – Extract of Changes Adjacent to Site

(Source: MCC, 2024)

- 2.2.7 As of the week commencing 23rd September 2024, **Figures 2.3** and **2.4** below demonstrate the progress on the Active Travel Scheme along Whitworth Street West, while **Figures 2.5** and **2.6** illustrate the site itself.



Figure 2.3 – West Facing View of Whitworth Street West / Deansgate / Castle Street / Bridgewater Viaduct Junction

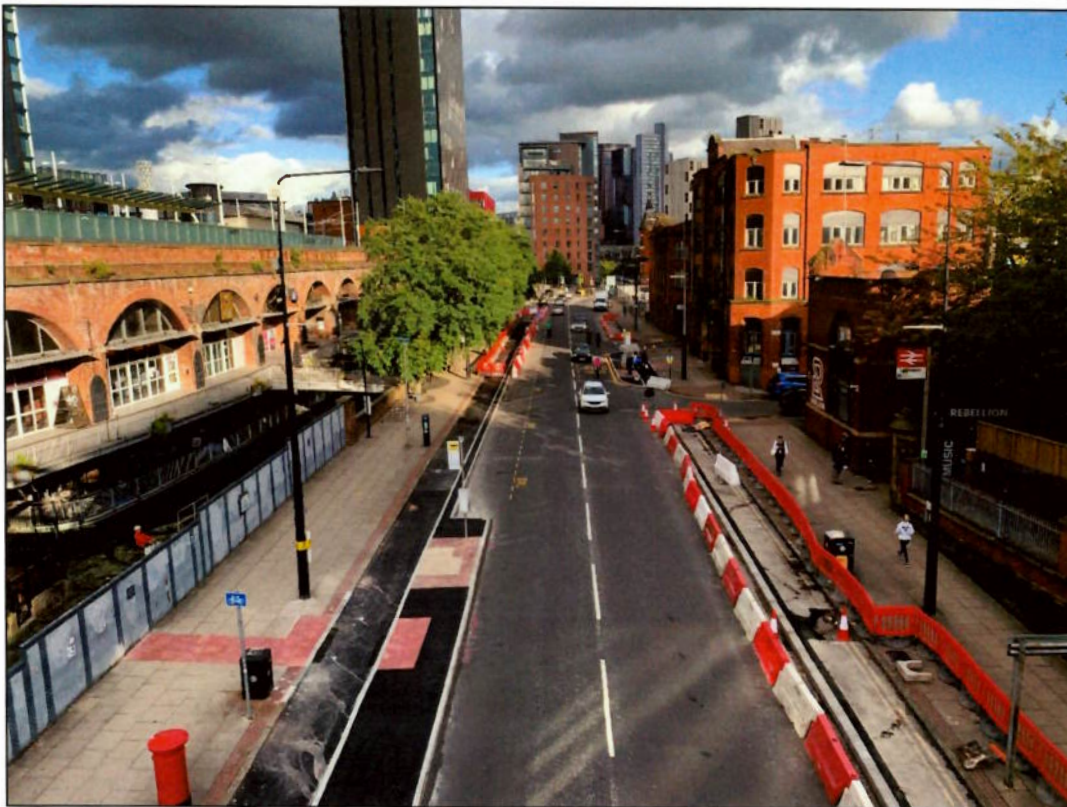


Figure 2.4 – East Facing View of Whitworth Street West



Figure 2.5 – South-West Facing View of Whitworth Street West and the Site

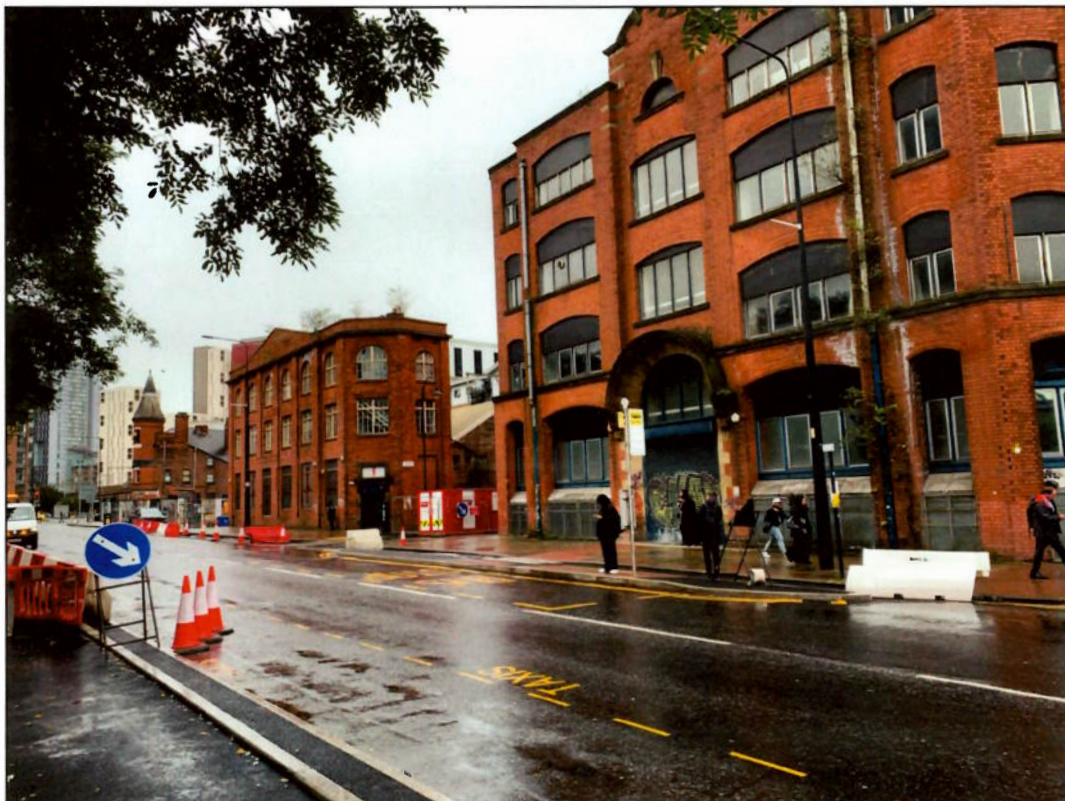


Figure 2.6 – South-East Facing View of Whitworth Street West and the Site

Hewitt Street

- 2.2.8 South of the site and the railway viaducts, Hewitt Street extends for approximately 220m and runs parallel to Whitworth Street West. The road links the rear entrance of the Deansgate Railway Station to the A5103 Albion Street, where vehicles can only turn left to the north and into Manchester city centre.
- 2.2.9 The road comprises a two-way, single carriageway of approximately 5m in width. There are existing Traffic Regulation Orders in the form of single yellow lines located along the length of the carriageway.
- 2.2.10 The road is subject to a speed limit of 20mph throughout, and is well lit. It is also complete with a footway of approximately 2m in width along the southern side of the road, with dropped kerbs at junctions.
- 2.2.11 On the other side of the road under the railway arches, there are small commercial/industrial units, which are occupied by car repair services, retail units, small offices, and a coffee shop. Hewitt Street is paved in a manner that suggests a level of shared surface (block paving), although servicing arrangements currently take place along Hewitt Street.
- 2.2.12 Hewitt Street is unaffected by the Active Travel Scheme.

Rowendale Street/Bugle Street/Cameron Street

- 2.2.13 Rowendale Street, Bugle Street, and Cameron Street are all perpendicular to Whitworth Street West and Hewitt Street. They all provide a link between the north and south of the site and extend for approximately 45m in a south/north alignment (except for Bugle Street, which continues for an additional 35m south of the railway viaduct), terminating at priority-controlled T-junctions on both ends.
- 2.2.14 Bugle Street is primarily a private road which provides on-street parking for permit holders and also used to host a loading bay for the commercial building on 2 Whitworth Street West, which is currently vacant. The road is approximately 6.5m wide.
- 2.2.15 Rowendale Street shares similar characteristics with Bugle Street, with the exception that it has footways on both sides of the road and two Pay & Display parking bays operated by Manchester City Council (MCC). Traffic Regulation Orders in the form of single yellow lines are located along the rest of the road. There is also access to a shed for the commercial building on 4 Whitworth Street West, secured by a roller shutter.
- 2.2.16 The footways along Rowendale Street and Bugle Street are c. 2.0-2.5m wide, narrowing under the arches.
- 2.2.17 As shown by **Figure 2.6** earlier, part of Rowendale Street is currently occupied by a small Rosgal compound related to the construction of the Active Travel Scheme.
- 2.2.18 Cameron Street is similar to Rowendale Street and has three Pay & Display parking bays. However, as shown by **Figure 2.5** earlier, the road and the bays has been closed off for some time for construction works for a committed development (MCC planning reference 111003/FO/2016/C1). This application

was approved in April 2017, but has since expired. However, there is a reasonable prospect of an application of a similar nature coming forward for the site in the future.

2.2.19 As illustrated by **Figure 2.2** earlier, the changes brought about by the Active Travel Scheme to Bugle Street, Rowendale Street, and Cameron Street themselves are limited to uncontrolled crossings comprising dropped kerbs and tactile paving, and short sections of double yellow lines around the junction radii.

2.2.20 Rowendale Street is proposed to be permanently stopped-up to deliver the development proposals.

3.0 Waste Management Policy

3.1 Introduction

3.1.1 When developing refuse strategies, it is important to be cognisant of the national and local waste management policies. The following section of the report provides an overview of the policies relevant to the proposed development.

3.2 Waste Management Plan for England (January 2021)

3.2.1 The Waste Management Plan for England, to be read in combination with the Resources and Waste Strategy issued in 2018, sets out measures to eliminate avoidable plastic waste, tackle confusion over household recycling, and make sure that those responsible for creating polluting products pay for the costs of that pollution.

3.2.2 The Resources and Waste Strategy identifies five strategic ambitions:

- *“To work towards all plastic packaging placed on the market being recyclable, reusable or compostable by 2025;*
- *To work towards eliminating food waste to landfill by 2030;*
- *To eliminate avoidable plastic waste over the lifetime of the 25 Year Environment Plan;*
- *To double resource productivity by 2050; and*
- *To eliminate avoidable waste of all kinds by 2050.”*

3.2.3 **Figure 3.1** below, included in the Waste Management Plan, identifies the evolution of *The Waste Hierarchy* through the years, its current status, and the goal for 2030:

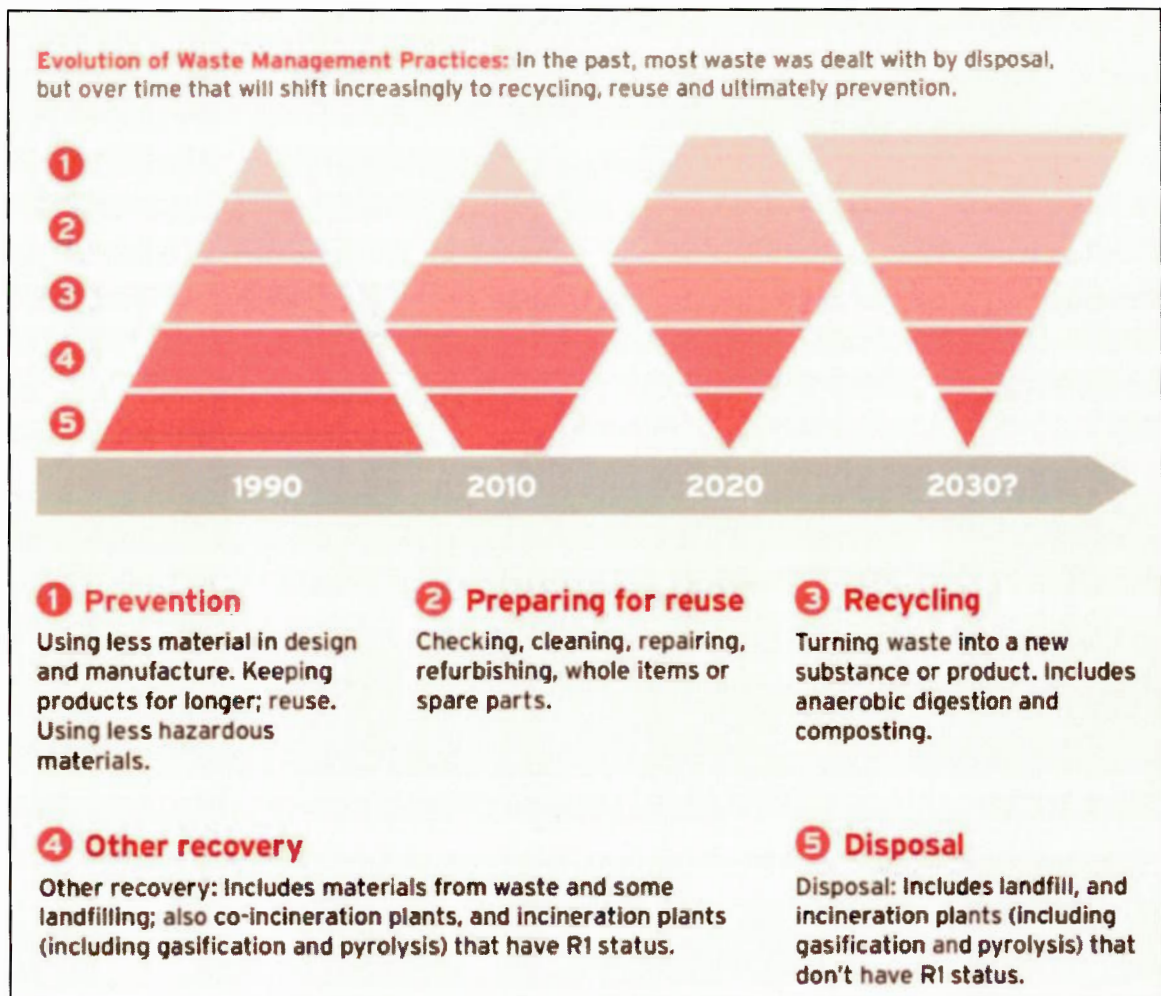


Figure 3.1 – Evolution of Waste Management Practices.

(Source: Defra)

3.2.4 The 2030 hierarchy gives top priority to preventing waste in the first place. When waste is created, it gives priority to preparing it for re-use, then recycling, then recovery, and last of all disposal (e.g. landfill).

3.2.5 This WMS adheres to the above guidance, prioritising recycling.

3.3 Waste Management in Buildings – Code of Practice (BS 5906:2005)

3.3.1 To complement the Waste Management Plan for England, a National Code of Practice (BS 5906:2005) document has been developed and this provides guidance relating to waste forecasting for new developments.

3.3.2 This WMS aligns with the projections set on this code of practice, although the calculations have been based on local guidance.

3.4 Building Regulations

- 3.4.1 In addition to the above guidance, all new developments must comply with the requirements set out in Part H6 of the Building Regulations 2015, which states that adequate means of storing solid waste should be provided and adequate means of access should be provided for people in the building to the place of storage.
- 3.4.2 This WMS proposes waste storage areas that comply with the requirements set by these Building Regulations.

3.5 Controls on Animal By-Products

- 3.5.1 Organic waste recycling is subject to DEFRA's Controls on Animal By-Products – Guidance on regulation (EC) 1069/2009 and accompanying implementing Regulation (EC) 142/2011, enforced in England by the Animal By-Products (Enforcement) (England) Regulations 2011.
- 3.5.2 The regulations predominantly relate to food waste. These regulations state that if the volume of waste is over 20kg, it must be stored and labelled in a special container and will be collected by a licensed carrier, who records all stages of the waste movement.
- 3.5.3 It is the occupier's responsibility to ensure that a licensed waste company is arranged, and that it complies with the Regulations.

3.6 Waste Storage and Collection Guidance for New Developments (GD 04 – v7.00)

- 3.6.1 At a more local level, Manchester City Council has prepared a Waste Storage and Collection Guidance Note, which contains minimum standards to be considered for the storage and collection of waste. This guidance follows the recommendations set on the Waste Management Plan for England, strongly encouraging and promoting high levels of quality recycling.
- 3.6.2 The note states that all planning applications for new developments and conversions must include a WMS that includes:
- An estimated storage area for the waste produced by the development;
 - Details of internal and external stores for both waste and recycling; and
 - Location of the proposed collection point and details of the route the collection will take.
- 3.6.3 The following sections of this report provide additional information on each of the above points whilst the pro forma document, contained at the rear of the guidance note, is included as **Appendix B**. This guidance has also been used to forecast the number of required bins.

4.0 Waste Forecasting and Strategy

4.1 Introduction

4.1.1 A key element of national and local policy is to ensure that new developments maximise recycling while minimising waste generation. It is important to ensure that developments facilitate high recycling rates by providing convenient, attractive and simple means to achieve the Government’s goals.

4.2 Waste Forecast

4.2.1 The waste forecast has been calculated based on the recommendations set by the Waste Storage and Collection Guidance for New Developments (GD04), Version 7.00.

4.2.2 The proposed development involves the erection of a 44-storey residential tower with 364 residential units (Use Class C3), 3 floors of amenity, and back-of-house. The apartments comprise 120 one-bed apartments, 218 two-bed apartments and 26 three-bed apartments.

4.2.3 To comply with the local requirements set by MCC, an initial 50% recycling rate has been forecast for all uses.

4.2.4 **Table 4.1** forecasts the total weekly waste volume for the proposed development based on these requirements.

Residential Use	
Waste Stream	Waste Volume (364 Apartments)
Non-recyclable Waste	40,040 l
Dry Mixed Recyclables	20,020 l
Glass Recycling	20,020 l
Organic Recycling	3,640 l
Development Total	83,720 l

Table 4.1 – Development Weekly Waste Volume Forecast

4.3 Bin Types

4.3.1 The main waste streams for the residential uses are:

- General waste (comprising non-recyclable waste);
- Dry Mixed Recycling (comprising: cardboard, paper, plastic and tin);
- Glass recycling; and
- Organic recycling.

- 4.3.2 Given the potential volumes involved for the use of the proposed development, the most suitable containers for the general waste and recycling streams would be a combination of 1,100l Eurobins and 240l wheelie bins.
- 4.3.3 **Table 4.2** summarises the number of required waste containers per stream, assuming the waste collection frequencies described in the following **Section 4.5**.

Residential Use	
Waste Stream	Number of bins
Non-recyclable Waste	10 x 1,100l
Dry Mixed Recyclables	5 x 1,100l
Glass Recycling	5 x 1,100l
Organic Recycling	4 x 240l
Development Total	20 x 1,100l + 4 x 240l

Table 4.2 – Number of Required Bins

4.4 Waste Management Strategy – Internal Arrangements

- 4.4.1 It is proposed that residents within the development would be provided with four bins. One for general non-recyclable waste, one for mixed dry recyclables, another one for glass and a small receptacle for organic recycling (food).
- 4.4.2 The residents would store and segregate waste into four main streams internally before taking it to the waste store at ground floor, conveniently located at ground floor close the cores of the proposed building.
- 4.4.3 This store is complemented by another store under the railway arches, which is not accessible by residents. The management company will be responsible to move the bins to this space from the resident accessible waste store.
- 4.4.4 The waste stores have been sized by Sheppard Robson Architects to accommodate a total of 30 1,100l Eurobins and 6 240l wheelie bins, which is a higher provision than the number of bins required in the above **Table 4.2** for the number of collections described below in **Section 4.5**. This is to accommodate rotation of bins on collection day.
- 4.4.5 The waste store sizes have been determined to maximise activity at ground floor and to reduce the number of bins at the collection point. **Drawing 082142-CUR-00-XX-DR-TP-06003** provides details of the location and size of the waste stores.
- 4.4.6 It is envisaged that initially 50% of the bins in store would be dedicated to recycling, combining mixed recycling, glass and organic food. This percentage could be increased at any point, with the aim to achieve future Government goals.

- 4.4.7 The management company would be in charge of monitoring the recycling rates and actively promote high recycling rates. This could be achieved by providing information on the benefits of recycling and how to segregate waste. The recycling bins should be located closer to the access gates for residents to encourage recycling by making the path to the non-recyclable waste bins longer.
- 4.4.8 The waste storage areas will be well lit and ventilated. The floor will comprise an easily cleaned surface and adequate drainage will be provided.
- 4.4.9 The management company would be responsible for keeping the waste storage facilities clean and safe. They would also be responsible for cleaning the bins on a regular basis and arranging for replacing damaged bins when necessary.

4.5 Waste Management Strategy – Collections

- 4.5.1 Waste collection would be provided by a combination of scheduled Council collections and a private contractor. The private contractor will be appointed in due course.
- 4.5.2 The developer is willing to commit to managing and paying for commercial collections whilst the building is occupied/operational, to be conditioned as part of the planning permission via a s.106 agreement.
- 4.5.3 It is envisaged that the residential uses would be served by twice-a-week collections for the four waste streams:
- General waste (non-recyclable waste);
 - Dry Mixed Recycling (comprising: cardboard, paper, plastic and tin);
 - Glass Recycling; and
 - Organic.
- 4.5.4 The building management company would be responsible of having the full bins ready for collection at the external waste store. The waste operators would then transport the bins to the collection point and load them into the refuse vehicle.
- 4.5.5 **Drawing 085996-CUR-00-XX-DR-TP-06006** provides details of the location and size of the waste stores, collection point and routes between the stores and these areas.
- 4.5.6 The collection point is proposed along Hewitt Street. The Design and Access Statement provided as part of this planning application includes details of the optioneering exercise for waste storage, which identified this as the most favourable option, which has been agreed in principle with MCC's Environmental Health, Highways and Waste departments.
- 4.5.7 Waiting space for a large refuse vehicle will be protected with single yellow lines directly adjacent to the external waste store. As described above, bins will be collected directly from the external waste store on collection day. The Council and the private operator will be provided with a fob, passkey or code to

get access to the store. **Drawing 085996-CUR-00-XX-DR-TP-75003** provides details of the proposed loading point along Hewitt Street.

- 4.5.8 Once the bins have been emptied, containers would be carried immediately back to the bin store by the private collection company/Council.

5.0 Summary and Conclusions

5.1 Summary

- 5.1.1 Curtins has been appointed by Glenbrook WWS Limited, Maizelands Limited and Arringford Limited (the Applicant) to provide transport and highways advice in relation to a planning application for a build-to-rent residential development at 2-4 Whitworth Street West, Manchester city centre.
- 5.1.2 The Applicant seeks to obtain Full Planning Permission for the demolition of existing low rise commercial units and erection of a 44-storey residential development with supporting residential amenity, providing 364 new apartments. The proposed site layout is provided in **Appendix A**.
- 5.1.3 This Waste Management Strategy (WMS) has been prepared to consider the potential refuse and recyclable waste volumes of the development, management strategy and collection arrangements.
- 5.1.4 The waste forecast has been calculated based on the recommendations set by the Waste Storage and Collection Guidance for New Developments (GD04), Version 7.00.
- 5.1.5 The residential uses will be served by twice-a-week collections, to be collected by a mixture of Council collections and a private contractor. The size of the waste stores has been determined accordingly, with due consideration to segregation and recycling.
- 5.1.6 The developer is willing to commit to managing and paying for commercial collections whilst the building is occupied/operational, to be conditioned as part of the planning permission via a s.106 agreement.
- 5.1.7 The development will be provided with two waste stores. A resident accessible store is proposed in the vicinity of the building core, complemented by an additional store under the railway arches to be accessed only by the management company, which will be responsible for moving the bins between the stores.
- 5.1.8 Waste will be collected from Hewitt Street, at a dedicated loading space. Bins will be collected and returned directly from the external store, which is located adjacent to the collection point. This has been agreed in principle with MCC's Highways, Environmental Health and Waste departments.

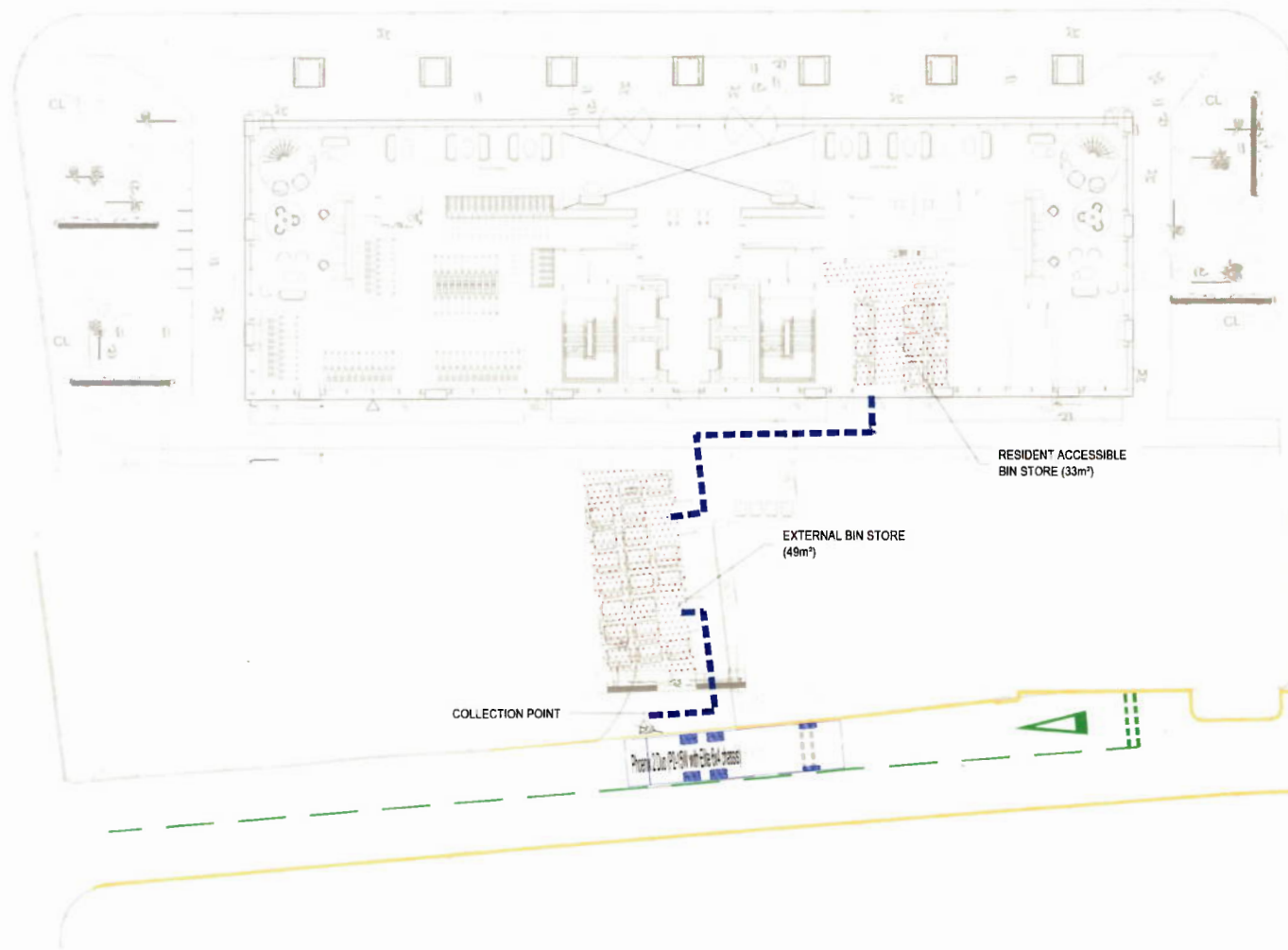
5.2 Conclusions

- 5.2.1 This WMS provides a suitable strategy for the proposed development. Hence, from a waste management perspective, there are no reasons why the development proposals should not be granted planning approval.

085996 2-4 Whitworth Street West BTR
Waste Management Strategy

Curtins

Drawings



GENERAL NOTES

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS.
2. DO NOT SCALE THIS DRAWING. ANY AMBIGUITIES, OMISSIONS AND ERRORS ON DRAWINGS SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY AND CORRECTIONS MUST BE CHECKED / VERIFIED ON SITE.
3. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
4. FOR GENERAL NOTES REFER TO DRAWING.
5. THE CONTENT OF THIS DRAWING IS FOR INDICATIVE INFORMATION ONLY AND NOT SUITABLE FOR CONSTRUCTION PURPOSES.
6. BASED ON LAND SURVEY WHERE AVAILABLE.
7. BASED ON SHEPHERD ROBINSON LAYOUT DRAWING REF: 7196 GRAZZ-00 OR A 20' 00'.
8. BASED ON HAYES STUDENTS LAYOUT DRAWING REF: 7196 GRA XX-00 OR A 20' 00'.

KEY
PROPOSED RESURFACING
WHITE STONE
BRICK PAVEMENT

P02 Minor update 20/11/24 DD CP

Rev Description Date By DMH

Curtins

Head Office: 17-19 Blenheim Street, Melbourne, VIC 3000
Phone: 03 9247 2344
Email: info@curtins.com.au
www.curtins.com.au

With a national network of experienced professionals, Curtins provides a comprehensive range of services to its clients, including architecture, engineering, planning, landscape architecture, interior design, project management, construction management, and more.

Status: PRELIMINARY

Project: 2-4 WHITWORTH STREET WEST

Day: 1

PROPOSED WASTE MANAGEMENT STRATEGY

Drawn By: DD Designed By: DD Checked By: CP
Date: 17/10/24 Scale: @ 1:125

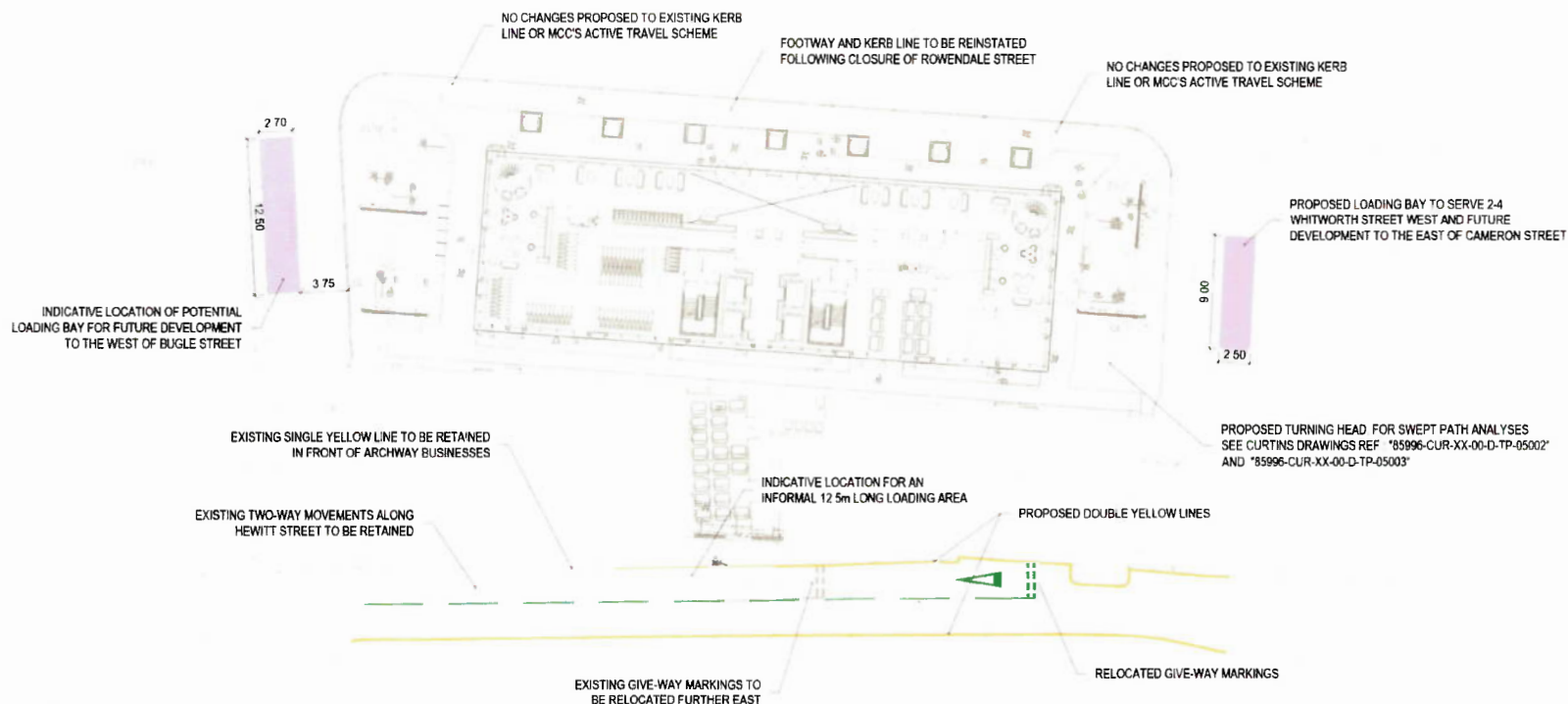
Project No. 85996 - CUR - XX - 00 - D - TP - 06003

Revision: P02



el Lock

Albion M



GENERAL NOTES

1. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS.
2. DO NOT SCALE THIS DRAWING. ANY AMBIGUITIES, OMISSIONS AND ERRORS ON DRAWINGS SHALL BE BROUGHT TO THE ENGINEERS ATTENTION IMMEDIATELY. ALL DIMENSIONS MUST BE CHECKED & VERIFIED ON SITE.
3. ALL DIMENSIONS ARE IN METRES UNLESS NOTED OTHERWISE.
4. FOR GENERAL NOTES REFER TO DRAWING.
5. THE CONTENT OF THIS DRAWING IS FOR INDICATIVE INFORMATION ONLY AND NOT SUITABLE FOR CONSTRUCTION PURPOSES.
6. BASED ON LAND SURVEY WHERE AVAILABLE.
7. DATED 24/06/2024 FOR INDICATIVE LAYOUT DRAWING REF: 75000-24-00-00-00-00-00.
8. BASED ON LAND SURVEY WHERE AVAILABLE. REF: 75000-24-00-00-00-00-00.

KEY: — PROPOSED ROAD MARKINGS

File	Location last updated	17/06/24	AM	CP
Rev	Description	Rev	By	Unit

Curtins

Member: Exchange 17/06/2024 (See Also: Blackboard 17/06/2024)
17/06/2024
17/06/2024
17/06/2024

PRELIMINARY

2-4 WHITWORTH STREET WEST

PROPOSED SERVICING
ARRANGEMENT

Drawn By	Checked By	Checked By
CU	CU	CU
Date	20/11/24	Scale @ 1:200

Project No.	85996 - CUR - XX - 00 - D - TP - 75003	Revision	P02
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Appendix A – Proposed Site Layout

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NOTES

The layout is intended to represent the general intent for a typical floor arrangement. Furniture layout is indicative only.

The structural and drainage strategies depicted are indicative only. TBC by Structural and Mechanical Electrical Engineers.

The landscape design is indicative; refer to Landscape Architect's drawings for landscape strategy.

- KEY**
- Amenity
 - Reception
 - Back of House
 - Plant
 - Circulation

REVISIONS

REV	DATE	AMENDMENT
001	18/11/24	Issued for Planning



**SHEPPARD
ROBSON**

77 Parkway, Camden Town, London N1C 1PN
T: +44 (0)20 7554 1700 E: enquiries@sheppardrobson.co.uk

PROJECT
2-4 Whitworth Street West

SCALE/UNIT	DATE	ORIGINATOR	CHECKED	AUTHORISED
1:100	18/11/24	MT	PC	TDB

DESCRIPTION
General Arrangement
Ground Floor Plan

STAGE
Stage 2

STATUS	PURPOSE FOR ISSUE	SR NO
S2	Planning	7106
DRAWING NO		REV
7196-SRA-XX-00-DR-A-02100		P01

HEWITT STREET

WHITWORTH STREET WEST



Appendix B – MCC Waste Pro Forma

Appendix E Proforma for Planning Applications



MANCHESTER
CITY COUNCIL

Planning Application – Waste Management Strategy

Planning Application Number: TBC

Date Submitted: 26/11/24

Estimated volumes/ m² required by the development

Low Rise Domestic

Waste Types	Capacity Required (litres)	Number of bins required per household	Confirm what is to be provided
General refuse	140 / 240	1 x wheeled bin	
Pulpable Recycling	140 / 240	1 x wheeled bin	
Mixed Recycling	140 / 240	1 x wheeled bin	
Garden Waste	140 / 240	1 x wheeled bin	
Food Waste	23	1 x 23 litre caddy	

High Rise Apartment Developments

	Yes/No - how much space has been provided?
0.43m ² has been provided per apartment for the container space. Space to manoeuvre and access containers individually has also been provided so that each container can be accessed and removed for collection individually.	Sufficient to accommodate 30 bins. The strategy is to combine Council collections with private collections, to be secured via s.106 agreement

Commercial Developments

Please state number of bins you propose, showing calculations where appropriate.

General Waste -
Pulpable Recycling -
Mixed Recycling -
Food Waste -
Industrial Waste -

Has / will a contract be obtained with a licenced waste carrier?



Mixed Use Developments

Are the stores for residential and commercial separate from each other?



Internal Stores (Residential and Commercial)

Please provide details of internal stores / segregation of waste and recycling.

Storage Areas for Waste Containers (Residential and Commercial)

Please provide details of container stores, attaching plans if appropriate.

The residents would store and segregate waste into four main streams internally before taking it to the communal waste storage room, conveniently located at ground floor close to the core of the proposed building. A second store is provided under the arches to store bins (both empty and full), adjacent to the collection point. This second store will only be accessed by staff.

Ensure all bins in the store are accessible



Ensure recycling facilities are as easy to access as general refuse



Please confirm details of waste store ventilation and hygiene / cleaning proposals

Ventilation - Consideration has been given to appropriately ventilate the waste storage facilities. Details have been provided in relevant documentation.

Hygiene - Storage rooms will be constructed in permeable materials. The management company will be responsible of cleaning the facilities.

Please provide details of who will be responsible for placing the bins at the collection point and returning them to the store / property promptly e.g. resident / management company

The management company.

Please ensure that you have attached:

Detailed plans of waste stores	☒
Location plans showing stores	☒
Location plans showing the proposed collection point and the route the collection vehicle will take	☒

Please ensure that you have completed this form in accordance with our GD04 Waste Storage and Collection Guidance for New Developments

OUR LOCATIONS

Birmingham

2 The Wharf
Bridge Street
Birmingham
B1 2JS
T. 0121 643 4694
birmingham@curtins.com

Bristol

Quayside
40-58 Hotwell Road
Bristol
BS8 4UQ
T. 0117 302 7560
bristol@curtins.com

Cambridge

50 Cambridge Place
Cambridge
CB2 1NS
T. 01223 631 799
cambridge@curtins.com

Cardiff

3 Cwrt-y-Parc
Earlswood Road
Cardiff
CF14 5GH
T. 029 2068 0900
cardiff@curtins.com

Douglas

Varley House
29-31 Duke Street
Douglas
Isle of Man
IM1 2AZ
T. 01624 624 585
douglas@curtins.com

Dublin

11 Pembroke Lane
Dublin 2
D02 CX82
Ireland
T. +353 1 507 9447
dublin@curtins.com

Edinburgh

1a Belford Road
Edinburgh
EH4 3BL
T. 0131 225 2175
edinburgh@curtins.com

Glasgow

Queens House
29 St Vincent Place
Glasgow
G1 2DT
T. 0141 319 8777
glasgow@curtins.com

Kendal

Units 24 & 25 Riverside Place
K Village
Lound Road
Kendal
LA9 7FH
T. 01539 724 823
kendal@curtins.com

Leeds

Ground Floor
Rose Wharf
78-80 East Street
Leeds
LS9 8EE
T. 0113 274 8509
leeds@curtins.com

Liverpool

51-55 Tithebarn Street
Liverpool
L2 2SB
T. 0151 726 2000
liverpool@curtins.com

London

40 Compton Street
London
EC1V 0BD
T. 020 7324 2240
london@curtins.com

Manchester

Merchant Exchange
17-19 Whitworth Street West
Manchester
M1 5WG
T. 0161 236 2394
manchester@curtins.com

Nottingham

32-34 Stoney Street
Nottingham
NG1 1LL
T. 0115 941 5551
nottingham@curtins.com

ANNEX 2

Adjacent Land Plan

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NOTES

REVISIONS		
REV.	DATE	AMENDMENT

KEYPLAN

CLIENT
Glenbrook WWS Limited

SHEPPARD
ROBSON

77 Parkway Camden Town London NW1 7PU
T: +44 (0)20 7504 1700 E: enquiries@sheppardrobson.co.uk

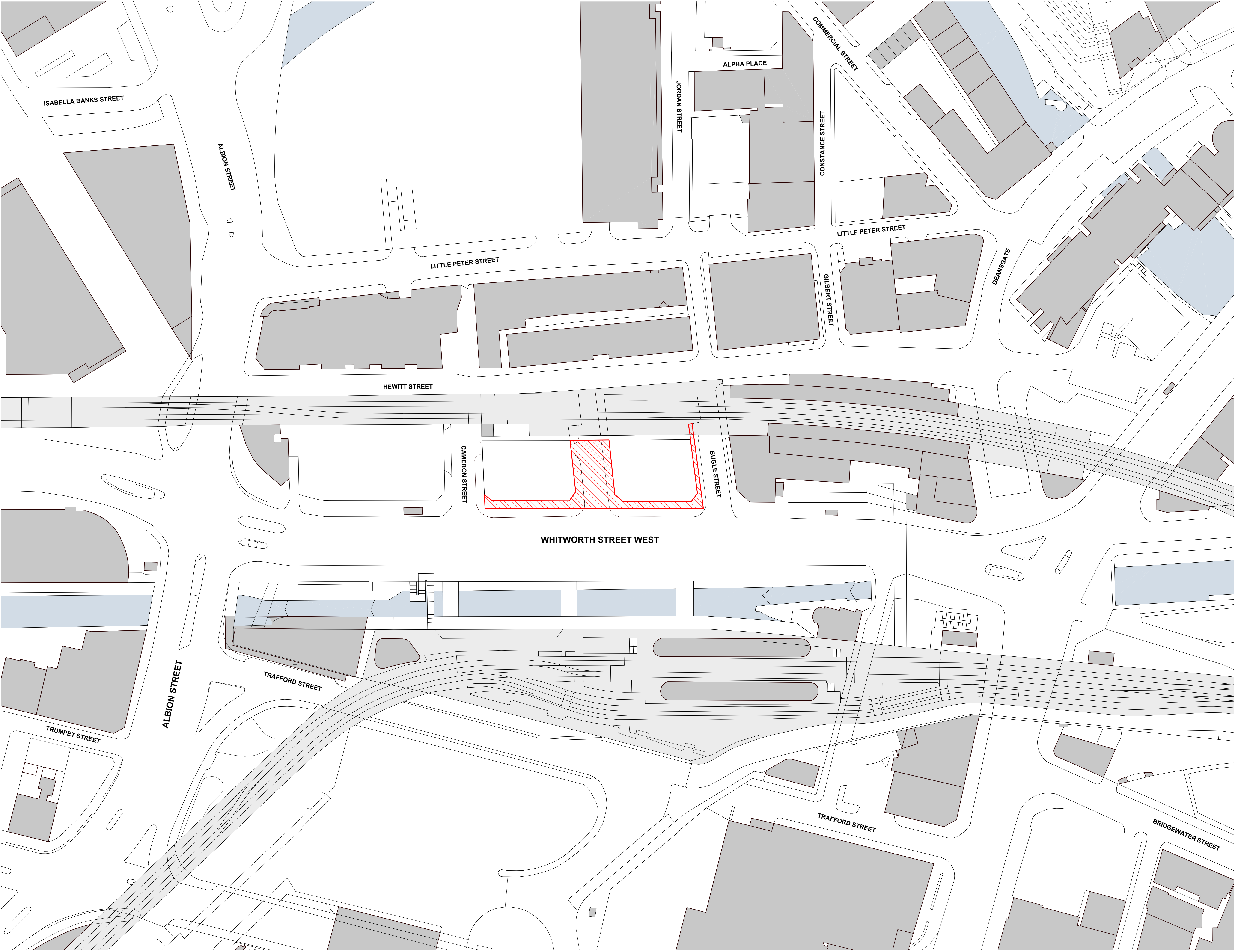
PROJECT
2-4 Whitworth Street West

SCALE@A1	DATE	ORIGINATOR	CHECKED	AUTHORISED
1 : 500		MT	PC	TOB

DESCRIPTION
Section 106 - Land Reverting to Glenbrook

STAGE
Stage 4

STATUS	PURPOSE FOR ISSUE	SR NO.
S3	Review & Comment	7196
DRAWING NO.		REV.
WWS-SRA-XX-XX-DR-A-SK457		



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NOTES

REVISIONS		
REV.	DATE	AMENDMENT

KEYPLAN

CLIENT
Glenbrook WWS Limited



77 Parkway Camden Town London NW1 7PU
T +44 (0)20 7504 1700 E enquiries@sheppardrobson.co.uk

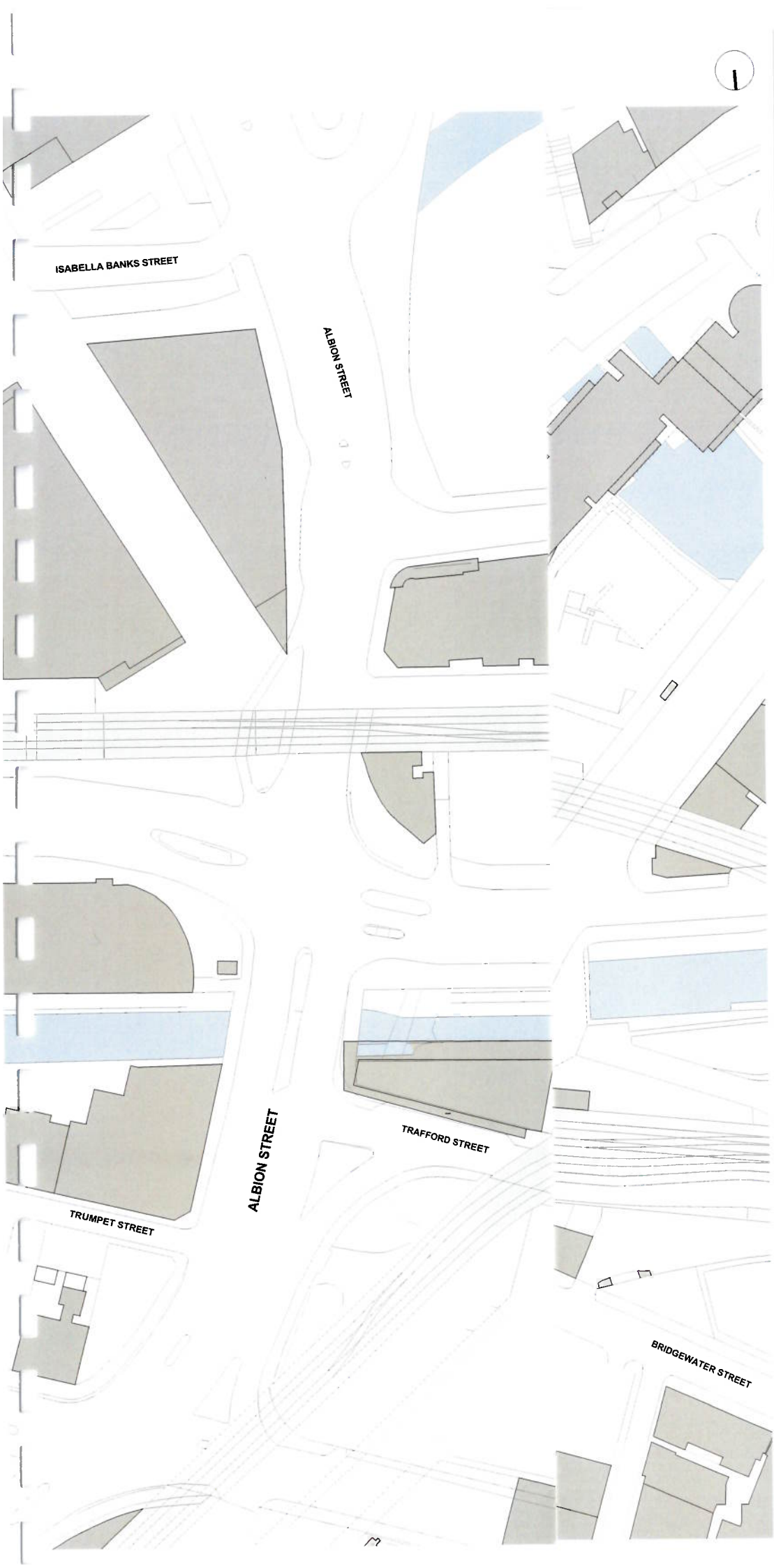
PROJECT
2.4 Whitworth Street West

SCALE@A1	DATE	ORIGINATOR	CHECKED	AUTHORISED
1 : 500		MT	PC	TOB

DESCRIPTION
Section 106 - Land Reverting to Glenbrook

STAGE
Stage 4

STATUS	PURPOSE FOR ISSUE	SR NO
S3	Review & Comment	7196
DRAWING NO		REV
WWS-SRA-XX-XX-DR-A-SK457		



Annex 3

DEED OF VARIATION

Dated

202

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

(insert details of the Owner)

-and-

(insert details of any Mortgagee)

Deed of Variation

pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990

relating to land at 2-4 Whitworth Street, Manchester, M1 5WY

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/BH/PLA001/84150

THIS DEED is made the day of 202

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("the Council")
- (2) **Insert the Owner's details** (company registration number (insert detail)) whose registered office is at (insert details) (the "**Owner**"), and
- (3) **Insert details of any Mortgagee** (incorporated in England and Wales with company number (insert detail)) whose registered office is at (insert details) (the "**Mortgagee**")

RECITALS:

- A. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) (the "**Act**") for the area in which the Site is situate and by whom the obligations in this Deed are enforceable.
- B. On (insert date) the Council (1) Maizelands Limited (2) Arringford Limited (3) and Glenbrook WWS Limited (4) entered into an agreement under section 106 of the Act (the "**Planning Agreement**"). The Planning Agreement bound the freehold of Title Numbers LA198775 and LA263331 (the "**Freehold Titles**"). The Owner now owns the Freehold Titles and an equitable estate in the Adjacent Land (as defined in the Planning Agreement).
- C. The Mortgagee has an interest in the Site by virtue of (insert details)
- D. The purpose of this Deed is to vary the Planning Agreement so that the Freehold Titles and the Adjacent Land (as defined in the Planning Agreement) are bound by the planning obligations contained in the Planning Agreement.
- E. The Owner and the Council have agreed to amend the Planning Agreement as detailed herein and enter into this Deed with the Mortgagee in order to effect the amendment.

NOW THIS DEED WITNESSETH as follows:

1 Interpretation

In this Deed the words and expressions and phrases shall unless the context requires have the meanings prescribed in the Planning Agreement.

2 Planning Obligations and Operative Powers

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act

2.2 This Deed creates planning obligations which bind the Site and are enforceable by the Council as local planning authority for the purposes of Section 106 of the Act.

3 Effect of this Deed

Save as varied by this Deed, the Planning Agreement shall remain in full force and effect. This Deed shall take effect on the date of this Deed.

4 Variation to the Planning Agreement

The parties hereto hereby agree that the Planning Agreement shall be read and construed as having been varied as follows:

4.1 The definition of "Site" is amended to read:

" "Site" the parcel of land described in Schedule 1 shown for the purpose of identification only edged red on the Plan;"

4.2 Schedule 1 is amended to read:

"The Site

The parcel of land at 2-4 Whitworth Street West, Manchester, M1 5WY shown for the purpose of identification only edged red on the Plan."

4.3 The plan attached to the Planning Agreement is replaced by the plan appended to this Deed and headed "The Plan".

5 Council's Costs

The Owner covenants to pay to the Council on the date of this Deed such reasonable sum as is notified in respect of the Council's legal and administrative costs in connection with this Deed. 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 it by the terms of this Deed or by statute or at common law.

6 Local Land Charge

This Deed shall be registered as a local land charge by the Council.

7 Miscellaneous

- a. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
- b. The Owner covenants to the Council to observe and perform the covenants, restrictions and obligations contained in the Planning Agreement as varied by this Deed.
- c. The Owner consents to this Deed and hereby acknowledges that its interests in its equitable estate in the Adjacent Land upon attaining a registered legal title to its equitable estate in the Adjacent Land will be bound by the planning obligations in the Planning Agreement as varied by this Deed.
- d. The Owner covenants to the Council that it will use all reasonable endeavours to deal with all Land Registry requisitions in relation to the Owner's equitable estate in the Adjacent Land to enable the Owner's equitable estate to be registered with legal title at the Land Registry.
- e. The Owner covenants to the Council not to withdraw their application for registration of the Owner's equitable estate in the Adjacent Land.

- f. The Owner covenants to the Council that it will supply the Council with a copy of the completion of registration documentation within 5 Working Days of its receipt from the Land Registry.
- g. All correspondence in connection with this Deed shall be sent to the Council at the following address or such other address as may be notified from time to time: Planning Department, Ref: 141773/FO/2024, Manchester City Council, PO Box 532, Town Hall, Manchester, M60 2LA.

8 Contracts (Rights of Third Parties) Act 1999

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

9 Jurisdiction

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

IN WITNESS whereof the parties hereto have executed this document as a deed and delivered the day and year first before written

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 **(insert details of the Owner)**

acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

IN THE PRESENCE OF

Signature:

Name (in block capitals)

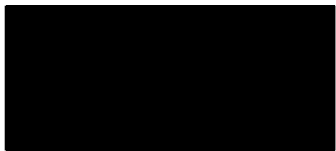
Address

Occupation

(insert attestation clause for any mortgagee)

Appendix
The Plan

**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:

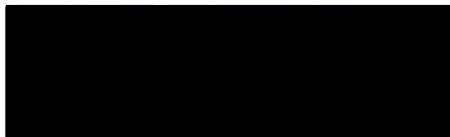


AUTHORISED SIGNATORY

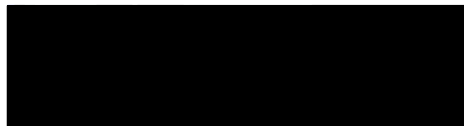


01 34256

Executed as a deed by
Maizelands Limited acting by its attorneys



Attorney



Attorney

REBECCA GATES.....

Print name of attorney in capitals

ROBERT COSSLET.....

Print name of attorney in capitals

HEAD ASIST MANAGMENT.....

Print position of attorney

FUND MANAGER.....

Print position of attorney

in the presence of:-



Signature of witness

JAMES FOX

Name of Witness

1 London Wall Place, London,
EC2Y 5AU

Address of Witness



Signature of witness

JAMES FOX

Name of Witness

1 London Wall Place, London EC2Y 5AU

Address of Witness

I confirm I was physically present when

REBECCA GATES.....

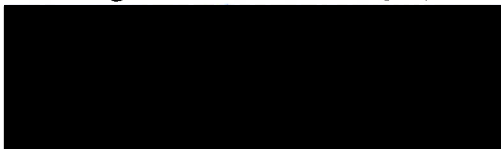
signed this deed

I confirm I was physically present when

ROBERT COSSLETT.....

signed this deed

Executed as a deed by
Arringford Limited acting by its attorneys



Attorney



Attorney

REBECCA GATES

Print name of attorney in capitals

ROBERT COSSLETT

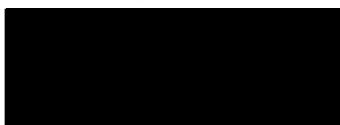
Print name of attorney in capitals

HEAD ASSET MANAGEMENT FUND MANAGER

Print position of attorney

Print position of attorney

in the presence of:-



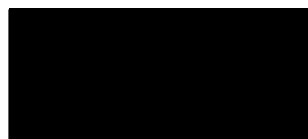
Signature of witness

JAMES FOX

Name of Witness

1 London Wall Place, London,
EC2Y 5AU

Address of Witness



Signature of witness

JAMES FOX

Name of Witness

1 London Wall Place, London EC2Y 5AU

Address of Witness

I confirm I was physically present when

REBECCA GATES

signed this deed

I confirm I was physically present when

ROBERT COSSLETT

signed this deed

EXECUTED as a Deed)

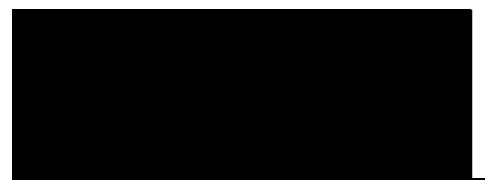
By **GLENBROOK WWS LIMITED**)

acting by a director and its secretary or)

two directors)

)

Director



Director/Secretary

