

DATED 14 October 2026

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

OVAL PROPERTIES 1801 LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Albert Bridge House, 1
Bridge Street, Manchester M60 9AT**

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

THIS AGREEMENT is made the 14 day of October 2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **OVAL PROPERTIES 1801 LIMITED** (a company registered in Jersey with company number 137240) of PO Box 1075, JTC House, 28 Esplanade, St Helier, Jersey, JE4 2QP (the “**Owner**”);

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Council is the local highway authority for the area within which the Site is situated. The Council is also the freehold owner of the part of the Site registered at the Land Registry with Title Absolute under title number MAN175669 together with but subject to all matters contained or referred to in the title register thereunder. It is agreed by the parties that the Owner’s covenants hereinafter contained shall not bind the Council. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the part of the Site registered at the Land Registry with title absolute under title number LA4177 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- D The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- E The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section

106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

- F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £14,916,170, being the Maximum Contribution, towards the provision of Affordable Housing within the City of Manchester. However, the Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention. The Council has accepted that at the date of this Agreement payment of any financial contribution would render the Development unviable. The Owner has agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement.
- G The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. In particular the Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to increase the provision of affordable housing within the Administrative Boundaries of Manchester. The Owner intends to make provision for Affordable Housing in the manner hereinafter appearing. The Council is satisfied that the obligations in this Agreement are;
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

“Above Ground Works” means works carried out or to be carried out in constructing the relevant building above ground floor slab level;

“Act” the Town and Country Planning Act 1990;

“Actual Land Value” means the price paid for the Site;

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

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

“Agreement” shall mean this agreement;

“Application” application reference 143164/FO/2025 for the creation of a mixed use development comprising three separate components: an office building of up to 18 storeys (Use Class E (g)) with ground floor commercial, leisure, food and drink uses (All Use Class E (g)) and/ or drinking establishment (Sui Generis) with rooftop plant and roof top amenity; a residential building up to 37 storeys (Use Class C3a) with roof top plant level, basement car and cycle parking; and a residential building up to 49 storeys (Use Class C3) with ground floor commercial, leisure, food and drink uses (Use Class E) and/ or drinking establishment (Sui Generis), roof top plant level and basement cycle parking, together with landscaping and public realm, drainage, sub-station, servicing and access arrangements, car parking, highway alterations and other associated works following demolition of the existing building complex.

“Architect” Studio Egret West Manchester Studio, Studio 9, Makers Quarter, Kampus, 28 Minshull Street, Manchester, M1 3EF

“Benchmark Land Value” means £5,105,389 (five million one hundred and five thousand three hundred and eighty nine pounds Index Linked;

“Best Endeavours” means that it is agreed by the parties hereto that the party under obligation will not thereby be required to take proceedings (including any

appeal) in any court public inquiry or other hearing (unless specified to the contrary) but subject thereto and to other terms of this agreement such party will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in the circumstances may be reasonable to expect; in the case of the Owner, of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development and in the case of the Council, of a competent local planning authority acting reasonably in the context of its statutory functions;

“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 Owner in relation to the Building Safety Act Levy;

“Building Safety Levy Costs” means the costs incurred by the Owner 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 Retention” means where the Owner will retain ownership of the whole or part of the Development on Completion of Construction as Build to Rent;

“Calculation Date” shall be upon the earlier of:

- (a) Completion of Construction of 75% (seventy five percent) of the Dwellings; or
- (b) the date upon which the Developer enters into a Forward Funding Arrangement provided that the Owner as part of the Viability Appraisal submits 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 the difference between the market value of the relevant Dwelling(s) that are the subject of the Disposal as Open Market Sales less the Open Market Value of the same Dwelling(s) as Build to Rent calculated as at the date of Disposal and will be based on the guidelines set out in RICS Guidance or any replacement, update or amendment of the same PROVIDED THAT the Permitted Profit Level on the Build to Rent scheme has been achieved and the Maximum Contribution has not been paid;

“Clawback Period” means a period of fifteen years from Completion of Construction of the Dwellings;

“Clawback Valuation” means the valuation of the Clawback in accordance with clause 19.1

“Commencement of Development” the date upon which a Material Operation is carried out in relation to the Development to implement the Planning Permission or the relevant part thereof and **“Commence”**, **“Commencement”**, **“Commenced”** **“Commence Development”** shall be construed accordingly.

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

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant 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. In addition, the Council will accept in the calculation of costs:

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

"Development" the development undertaken on the Site authorised by the Planning Permission and **"Developed"** shall be construed accordingly;

"Disposal" means:

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

by the Owner of a Dwelling and **"Disposed"**, **"Disposed Of"**, **"Dispose"** and **"Disposals"** shall be construed accordingly;

"Dwelling" a unit of residential accommodation to be constructed on the Site as part of the Development and **"Dwellings"** shall be construed accordingly;

"Expert" an independent professional expert in town planning, who is a chartered member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience;

"Forward Funding Arrangement" a commitment to provide funding for the delivery of the whole of the Development with the sole aim of facilitating a single sale of the whole of the Development, inclusive of a commitment to purchase the Development, on or prior to Completion of Construction as Build to Rent;

“Forward Sale” the committed sale and purchase, but not the funding, of the whole or part of the completed 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 detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development;

“Funding Agent and Funding Legal Fees” means 1.25% of the GDV subject to such costs being evidenced;

“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 at 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 with actual monies received or (if applicable) with the 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 Owner related to the “Latent Defects Insurance” or “New Home Warranties” for the Development subject to such costs being evidenced;

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

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

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

“Main Works Contract” a signed and dated main works contract for the construction of the Office Block;

“Management Fee” shall mean 15% (fifteen percent) of the planning application fee which equates to £42,556.65 (forty two thousand five hundred and fifty six pounds and sixty five pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“Material Operation” means a material operation as defined by 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, temporary display of site notices or advertisements marking of site boundaries and laying out of access roads and services shall for the purposes of this Agreement be deemed not to be Material Operations and **“Material Operations”** shall be construed accordingly;

“Maximum Contribution” the sum of £14,916,170 (fourteen million nine hundred and sixteen thousand one hundred and seventy pounds) Index Linked;

“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;

“Method of Disposal” whether the units are being sold on an Open Market Sales basis, retained by the Owner as a Build to Rent Retention, or subject to a Forward Funding Arrangement or a Forward Sale;

“NDV” means the GDV deducting operational cost expenditure (‘OPEX’) and purchaser’s costs

“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;

“Office Block” means the office building of up to 18 storeys (Use Class E (g)) with ground floor commercial, leisure, food and drink uses (All Use Class E (g)) and/ or drinking establishment (Sui Generis) with rooftop plant and roof top amenity to be constructed as part of the Development;

“Office Contract Notice” means a written notice from the Owner to the Council to say that a Main Works Contract has been completed;

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

“Open Market Value” means the market value as defined in the RICS Valuation – Global Standards (the “Document”), incorporating the IVSC International Valuation Standards, published in 2021 by the Royal Institute 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 open

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 which shall for the avoidance of doubt be calculated after the deduction of operational costs;

“Owner’s Development Management Fee” means managing any costs in 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, and
- (b) In the case of a Forward Sale when the Gross Margin is equivalent to 15% (fifteen percent) of the Costs, and
- (c) In the case of a Build to Rent Retention when the Gross Margin is equivalent to 15% (fifteen percent) of the Costs; and
- (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

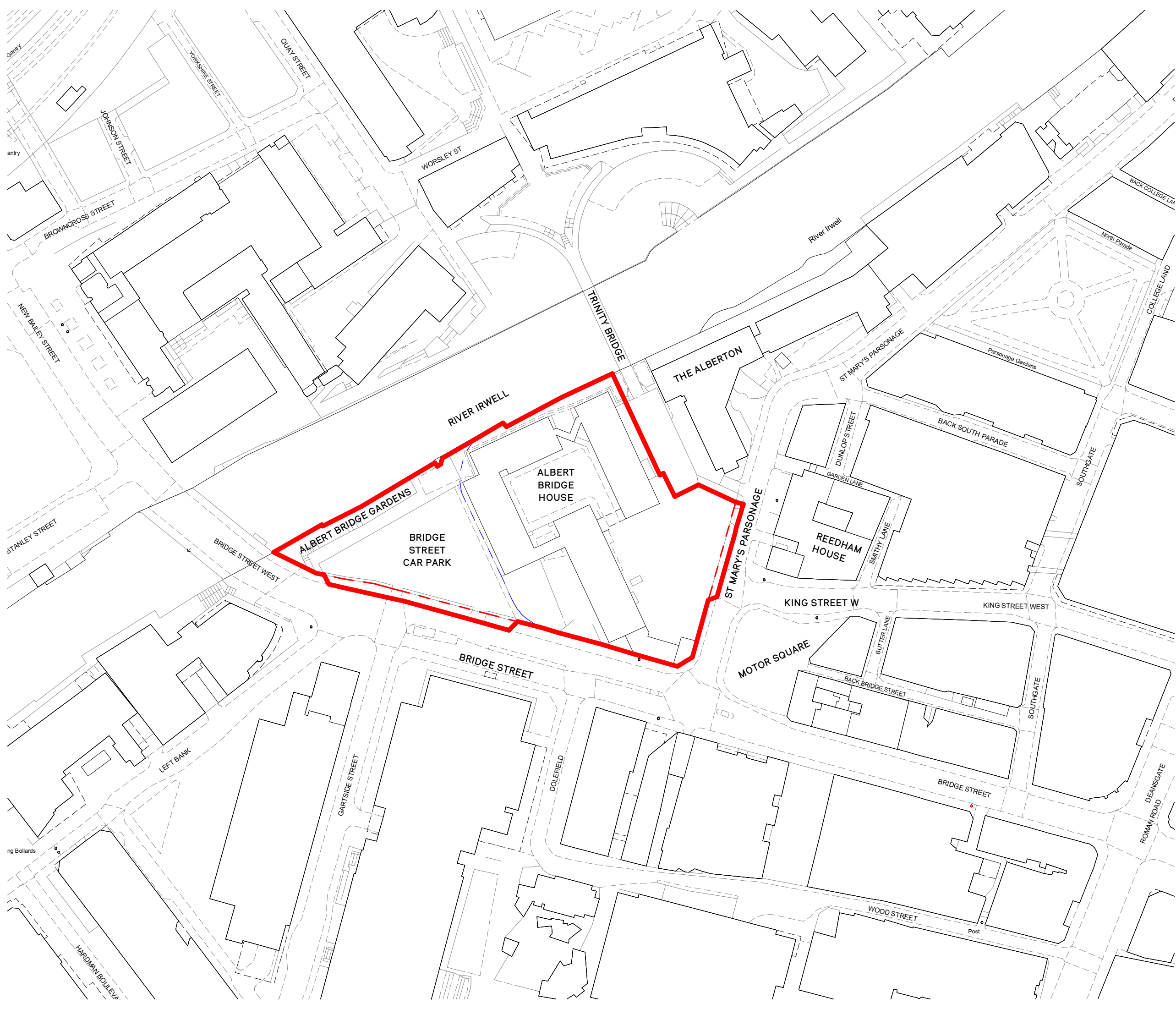
“Phasing Plan” means the phasing plan approved pursuant to condition 3 of the Planning Permission and which shall provide for the delivery of the Office Block in tandem with Residential Building A and / or Residential Building B

“Plan” the plan attached to the Agreement;

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

“Planning Permission” the Planning Permission to be granted pursuant to the Application in or substantially in the form as detailed in Schedule 2 to this Agreement and as may be amended by any non-material amendment granted by the Council pursuant to s96A of the Act

“Practical Completion” a certificate of practical completion issued by the Owner’s Architect or other certifying officer as the case may be under the relevant building contract entered into in respect of the Development or parts thereof;



General Notes

No implied licence exists. This drawing should not be used to calculate areas for the purposes of valuation.
Do not scale this drawing for construction purposes. All dimensions to be checked on site by the contractor and such dimensions to be their responsibility.
All work must comply with relevant British Standards and Building Regulations requirements. Drawing errors and omissions to be reported to the architect.

Notes

Key Plan

- Albert Bridge House Planning Application Boundary
- Site extents
- MCC Carpark Boundary

3 Brewhouse Yard
London, EC1V 4JQ

hello@egretwest.com
+44 (0) 20 7549 1730

INFORMATION

Project No. 0476

Project Name
Albert Bridge House

Drawing Title

Site Boundary and Location Plan

Client	Oval Properties 1801 Ltd		
Scale @A3	1 : 1250		
Date	03/03/25		
Drawn by	YN		
Checked by	EB		

P1	03/06/25	Issue for Planning	SEW
Rev	Date	Reason	Chk

Drawing Number	Rev.
0476-SEW-ZZ-ZZ-DR-A-PL0000	P1

“Professional Fees” means, not including the Owner’s 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 Owner or other relevant third party to provide services in relation to i) the Design, ii) Application, iii) construction and iii) sale of the Development based on actual evidenced cost at the Calculation Date;

“Reasonably and Properly Incurred” means in respect of costs incurred in developing the Site and in respect of sales incentives only those costs that a competent and reputable developer of land would reasonably expect to incur;

“Residential Blocks” means the residential building up to 37 storeys (Use Class C3a) with roof top plant level, basement car and cycle parking (also referred to as **"Residential Building A"**) and the residential building up to 49 storeys (Use Class C3) with ground floor commercial, leisure, food and drink uses (Use Class E) and/ or drinking establishment (Sui Generis), roof top plant level and basement cycle parking to be constructed as part of the Development (also referred to as **"Residential Building B"**);

“Regulations” the Community Infrastructure Levy Regulations 2010;

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

“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 to be evidenced together with a reasonable estimate of any residual liability;

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

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

“Viability Assessment Fee” the sum of up to £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 Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be 50% of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment or the sum of the Viability Payments as well as any Clawback shall not exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto;

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

- (a) the day on which pursuant to paragraph 6 of Schedule 4 the Viability Appraisal is agreed; or
- (b) the day on which the Viability Appraisal is agreed in writing between the Owner 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 paragraph 3 of Schedule 3;

as the case may be;

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

1.2 The headings in this Agreement are for convenience only and do not form part of nor affect the interpretation of this Agreement.

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

1.4 References to any statute or statutory provision include reference to any consolidation, extension, replacement or re-enactment therefore and any order, 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 Save in respect of Clauses 21.1 and 21.3 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

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

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17, 18 and 20 which shall have immediate effect upon the completion of this Agreement.

4 CONDITION SUBSEQUENT

If the Development has not been Commenced and the Planning Permission is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNER'S COVENANTS

The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 3. and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to fully observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise agree be referred to an Expert and in relation to the Viability Appraisal the Expert shall be a Chartered Surveyor to be appointed by agreement between the Council and the Owner.

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor pursuant to clause 7.1 within thirty (30) days of one party

serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the RICS as applicable.

7.3 The Expert or Chartered Surveyor shall be required to give notice of his appointment to each of the parties to the dispute.

7.4 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.

7.5 Within ten (10) Working Days from their appointment the Expert or Chartered Surveyor will call both the parties to a meeting at which the Expert or Chartered Surveyor will give directions as to the future conduct of the matter in dispute and will from time to time give such further directions as they shall see fit. Any party to this Agreement shall be entitled to submit to the Expert or Chartered Surveyor written representations and written cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto but will not be in any way fettered by such representation and counter representation and will rely on their own judgement 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.

7.6 Any Expert or Chartered Surveyor howsoever appointed shall be subject to the express requirement that a decision be reached and communicated to the relevant parties within the minimum practicable timescale allowing for the nature and complexity of the dispute:

7.6.1 after the conclusion of any hearing that takes place; or

7.6.2 after the Expert or Chartered Surveyor has received the representations and counter representations under clause 7.5.

7.7 This clause 7 does not apply to disputes in relation to matters of law or the construction or interpretation of this Agreement, which shall be subject to the jurisdiction of the English courts.

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owner agrees with the Council to give the Council written notice within 20 (twenty) Working Days of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan provided that this clause shall not apply to the Disposal of a Dwelling or Commercial Unit or a Disposal to a statutory undertaker for the purpose of their statutory undertaking.

9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site (save that compliance with the provisions of clause 19 and liability for any Clawback if applicable shall subsist if a person does not retain in single ownership Dwellings which have been delivered as Built to Rent and that person has disposed of such Dwellings by Open Market Sales) but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the local planning authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

9.3 The obligations contained in this Agreement shall not be binding on:

9.3.1 Any tenant, owner, occupier, mortgagee, and/or chargee of a Dwelling and their successors in title;

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

9.3.3 Any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking.

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE AND LAND REGISTRY ENTRY

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

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

11.3 The Council's reasonable and proper costs of registration and cancellation pursuant to clause 11.2 above shall be met by the Owner if requested by the Council.

12 NON-PROHIBITION ON DEVELOPMENT

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

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

14.1.2 to the Owner at their registered office address;

14.2 Any notice or document given in accordance with clause 14.1 will be deemed to have been received:

14.2.1 if delivered by hand on signature of a delivery receipt provided that if delivery occurs before 09:00 on a Working Day the notice will be deemed to have been received at 09:00 on that day and if delivery occurs after 17:00 on a Working Day or on a day which is not a Working Day the notice will be deemed to have been received at 09:00 on the next Working Day; or

14.2.2 if sent by first class recorded delivery service within the United Kingdom at 09:00 on the day two Working Days after the date of posting.

14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution.

15 FEES

15.1 The Owner shall pay to the Council on completion of this Agreement its legal fees reasonably and properly incurred in preparation, negotiation and completion of this Agreement;

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

15.3 The Owner shall on completion of this Agreement pay to the Council the Management Fee;

15.4 When submitting a Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his receipt from the Council of an invoice detailing the amount.

16. **INTEREST**

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

17. **WARRANTY AS TO TITLE**

The Owner hereby warrants to the Council that the title details recited in this Deed are complete and accurate in every respect and confirms that apart from the parties hereto (which for the avoidance of doubt includes the Council as the freehold owner of part of the Site) no other person has an interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

18. **JURISDICTION**

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

19. **CLAWBACK**

19.1 Where at any time during the Clawback Period any one or more Dwellings comprising the Development are not retained in single ownership by the Owner as Build to Rent and are the subject of Open Market Sales the Owner 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 forty (40) Working Days of its receipt of the Clawback Valuation the Council shall give written notice to the Owner either:-

19.2.1 Stating that it accepts the Clawback Valuation; or

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

19.3 In the event that the Council shall have served a notice on the Owner pursuant to clause 19.2.2 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Clawback Valuation but if the Owner and the Council shall have failed to agree the Clawback Valuation within twenty-eight (28) Working Days of the notice served by the Council pursuant to clause 19.2.2, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of

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

19.4 In the event that the Clawback Valuation agreed by the Council pursuant to clause 19.2. or 19.3 or determined by the Chartered Surveyor pursuant to clause 19.3 confirms that the relevant Permitted Profit Level for a Build to Rent scheme has been achieved and that Clawback is payable then the Owner will pay the Clawback to the Council to provide Affordable Housing within the Administrative Boundaries of Manchester

19.5 The Owner will pay the Council the Clawback on or prior to the twenty eighth (28th) Working Day following the later of the date the Clawback Valuation is either agreed by the Council pursuant to clause 19.2 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, the Owner covenants to pay the Council's reasonable costs of such calculation, being £12,000 (twelve thousand pounds) plus VAT and such costs will be notified to the Owner and payment will fall due on the twenty eighth (28th) Working Day of notification of such costs.

19.7 Any payment made under this clause when aggregated together and with any Viability Payment will not exceed in total the Maximum Contribution. The Owner and the Council's costs of assessing the Clawback Valuation under this clause will be treated as Costs in the preparation of a Viability Appraisal.

19.8 Upon

19.8.1 payment of the Clawback;

19.8.2 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.

19.9 Where an Owner has Disposed of its interest in any part of the Development comprising Build to Rent to a party as a Build to Rent development then the obligations in this Clause 19 shall no longer be the responsibility of that Owner in

respect of that part of the Development and shall be enforced against the party to whom the relevant Build to Rent part of the Development has been Disposed.

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. MORTGAGEE

21.1 Any mortgagee or chargee with an interest in the Site from time to time will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it in which case they will be liable for any breach of the obligations in this Agreement or for costs arising whilst the mortgagee is in possession of all or any part of the Site.

21.2 For the avoidance of doubt the limitation of liability contained in clause 21.1 shall apply to a mortgagee in possession and not to any successor in title to that mortgagee.

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

SCHEDULE 1

The Site

Land known as Albert Bridge House, 1 Bridge Street, Manchester M60 9AT shown for the purposes of identification only edged red on the Plan and registered at HM Land Registry with absolute title under title numbers LA4177 and MAN175669.

SCHEDULE 2

Draft Planning Permission

DRAFT**Town & Country Planning Act 1990 (as amended)****Planning Permission****Part 1 – Particulars of the application/development**

Proposal:

Creation of a mixed use development comprising three separate components: an office building of up to 18 storeys (Use Class E (g)) with ground floor commercial, leisure, food and drink uses (All Use Class E (g)) and/ or drinking establishment (Sui Generis) with rooftop plant and roof top amenity; a residential building up to 37 storeys (Use Class C3a) with roof top plant level, basement car and cycle parking; and a residential building up to 49 storeys (Use Class C3) with ground floor commercial, leisure, food and drink uses (Use Class E) and/ or drinking establishment (Sui Generis), roof top plant level, basement cycle parking, together with landscaping and public realm, drainage, sub-station, servicing and access arrangements, surface car parking for 7 cars, highway alterations and other associated works following demolition of the existing building complex.

Location:

Albert Bridge House Bridge Street Manchester M3 5AH

Application reference:

143164/FO/2025

Applicant:

Oval Real Estate Ltd

Date of application:

19 June 2025

Part 2 – Particulars of decision

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

Article 35 Declaration

Condition(s) attached to this decision

- 1) The development must be begun not later than the expiration of three years beginning with the date of this permission. Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.
- 2) The development hereby approved shall be carried out in accordance with the following drawings and documents: (a) Dwgs 0476-SEW-ZZ-ZZ-DR-A-PL0000 P1 SITE BOUNDARY & LOCATION PLAN; (b) Dwg 0476-SEW-ZZ-ZZ-DR-A-PL0001 P1 DEMOLITION PLAN; c) Dwgs 0476-SEW-ZZ-B1-DR-A-PL0999 P1 GA PLAN - BASEMENT LEVEL, 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00,

0476-SEW-ZZ-01-DR-A-PL1001 P1 GA PLAN - LEVEL 01, 0476-SEW-ZZ-02-DR-A-PL1002 P1 GA PLAN - LEVEL 02 (TYPICAL FLOOR), 0476-SEW-BB-ZZ-DR-A-PL1122 P2 BLOCK B FLOOR TYPE C, 0476-SEW-CC-ZZ-DR-A-PL1162 P1 BLOCK C GA PLAN - LEVEL 02 - TYPICAL, 0476-SEW-AA-ZZ-DR-A-PL1102 P2 BLOCK A FLOOR TYPE D, 0476-SEW-AA-04-DR-A-PL1103 P2 BLOCK A FLOOR TYPE C, 0476-SEW-AA-08-DR-A-PL1104 P2 BLOCK A FLOOR TYPE B, 0476-SEW-AA-12-DR-A-PL1105 P2 BLOCK A FLOOR TYPE A, 0476-SEW-AA-36-DR-A-PL1106 P1 BLOCK A GA PLAN - LEVEL 36, 0476-SEW-BB-05-DR-A-PL1123 P2 BLOCK B FLOOR TYPE A, 0476-SEW-BB-08-DR-A-PL1124 P2 BLOCK B GA PLAN - BLOCK B FLOOR TYPE B, 0476-SEW-BB-48-DR-A-PL1125 P1 BLOCK B GA PLAN - LEVEL 48, 0476-SEW-ZZ-50-DR-A-PL1050 P2 LEVEL ROOF SITE WIDE, 0476-SEW-ZZ-32-DR-A-PL1032 P1 Level 32 SITE WIDE, 0476-SEW-ZZ-32-DR-A-PL1040 P1 Level 40 SITE WIDE and 0476-SEW-CC-18-DR-A-PL1163 P1 Block C Level 18; (d) Dwgs 0476-SEW-CC-ZZ-DR-A-PL1354 P1 BLOCK C GA ELEVATIONS - NORTH WEST & NORTH EAST, 0476-SEW-CC-ZZ-DR-A-PL1353 P1 BLOCK C GA ELEVATIONS - SOUTH EAST & SOUTH WEST, 0476-SEW-BB-ZZ-DR-A-PL1322 P1 BLOCK B GA ELEVATIONS - SOUTH & WEST and 0476-SEW-BB-ZZ-DR-A-PL1321 P1 BLOCK B GA ELEVATIONS - NORTH & EAST; (e) Dwgs 0476-SEW-BB-ZZ-DR-A-PL2312 P1 BUILDING B - ROOF LEVEL BAY STUDY, 0476-SEW-BB-ZZ-DR-A-PL2311 P1 BUILDING B - GROUND LEVEL BAY STUDY, 0476-SEW-BB-ZZ-DR-A-PL2310 P1 BUILDING B - TYPICAL BAY STUDY, 0476-SEW-AA-ZZ-DR-A-PL2303 P1 BUILDING A - ROOF LEVEL BAY STUDY, 0476-SEW-AA-ZZ-DR-A-PL2302 P1 BUILDING A - GROUND LEVEL BAY STUDY, 0476-SEW-AA-ZZ-DR-A-PL2301 P1 BUILDING A - TYPICAL BAY STUDY, 0476-SEW-CC-ZZ-DR-A-PL2323 P1 BLOCK C - BAY STUDY - MAIN ENTRANCE, 0476-SEW-CC-ZZ-DR-A-PL2322 P1 BLOCK C - BAY STUDY - BOH & CYCLE ENTRANCE, 0476-SEW-CC-ZZ-DR-A-PL2321 P1 BLOCK C - BAY STUDY - NORTH WEST ELEVATIONS and 0476-SEW-CC-ZZ-DR-A-PL2320 P1 and BLOCK C - BAY STUDY - SOUTH WEST ELEVATIONS; (f) SITE SECTION 2 - ALIGNED TO RIVER - CUTTING BLOCK A & B, SITE SECTION 1 - ALIGNED TO BRIDGE STREET - CUTTING BLOCK A & C; (g) Dwgs 0476-SEW-ZZ-ZZ-DR-L-PL0100_P2, 0476-SEW-ZZ-50-DR-A-PL1050_P2, 0476-SEW-ZZ-01-DR-A-PL1001_P2 and 0476-SEW-ZZ-00-DR-A-PL1000_P2. (h) Supporting Traffic Management documents 086313-CUR-XX-XX-T-TP-00005-P02_RSA DTR, 86313-CUR-XX-00-D-TP-75001-P06_ACCESSARRANGEMENT and 086313-CUR-XX-XX-T-TP-00003-P04_WMS all by Curtins and Stage 1 Road Safety Audit bt The Safety Forum all received by the City Council on 29-09-25 (i) Movement and Access Section of Design and Access Statement by Studio Egret West received by the City Council, as Local Planning Authority, on 10/06/25; (j) Area Schedule by Studio Egret West received by the City Council, as Local Planning Authority, on 10/06/25; (k) Albert Bridge House Flood Risk Assessment May 2025 by akt II received by the City Council, as Local Planning Authority, on 10/06/25; Soiltechnics Tier 1 Preliminary Risk Assessment and Ground Investigation Report Proposed Mixed-Use Development Albert Bridge House, Manchester May 2025, received by the City Council, as Local Planning Authority, on 10/06/25; (l) Drainage Strategy Report prepared by AKT II, May 2025 received by the City Council, as Local Planning Authority, on 10/06/25; (m) Albert Bridge House. Manchester. Oval Real Estate. ACOUSTICS ENVIRONMENTAL NOISE SURVEY REVISION 01 - 24 MARCH 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25; (n) Albert Bridge House, Manchester Waste Management Strategy by Curtins Ref: 086313-CUR-XX-XX-T-TP-00003 Revision: Issue Date: P03 06 June 2025 received by the City Council, as Local Planning Authority, on 10/06/25; (o) Crime Impact Statement Albert Bridge House, 1 Bridge Street, Version B 29/05/25 received by the City Council, as Local Planning Authority,

on 10/06/25; (p) Albert Bridge House, Manchester Framework Travel Plan by Curtins Ref: 086313-CUR-XX-XX-T-TP-00002 Revision: Issue Date: P03 06 June 2025 received by the City Council, as Local Planning Authority, on 10/06/25; (q) Television and Radio Baseline Survey Report Albert Bridge House Oval Real Estate April 2025 by Pager Power, received by the City Council, as Local Planning Authority, on 10/06/25; (r) Technical Aerodrome Safeguarding Assessment Oval Real Estate Albert Bridge House April 2025 received by the City Council, as Local Planning Authority, on 10/06/25; (t) Albert Bridge House. Manchester. Oval Properties Limited. MEP ENGINEERING VENTILATION STATEMENT REVISION 00 - 11 APR2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25; (u) Albert Bridge House. Manchester. Oval Properties Limited. AIR QUALITY AIR QUALITY ASSESSMENT REVISION 01 - 30 APRIL 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25; (v) Preliminary Ecological Appraisal and Roost Assessment May 2025 by Urban Green by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25; (w) Operational Management Plan- Albert Bridge House by CBRE received by the City Council, as Local Planning Authority, on 10/06/25; (x) Albert Bridge House Fire Statement - Planning Gateway One Oval Real Estate Job No: Doc ref: Revision: Revision date: 1043486 0476-CDL-XX-XX-T-FE-5200 P03 06 June 2025, received by the City Council, as Local Planning Authority, on 10/06/25; (y) Broadband Connectivity Assessment Albert Bridge House Oval Real Estate May 2025 by Pager Power received by the City Council, as Local Planning Authority, on 10/06/25; (z) BNG Metric received by the City Council, as Local Planning Authority, on 10/06/25; (aa) Biodiversity Net Gain Assessment by Urban Green May 2025 received by the City Council, as Local Planning Authority, on 10/06/25; (bb) Albert Bridge House, Manchester Archaeological Desk-based Assessment February 2025 by Civic Heritage received by the City Council, as Local Planning Authority, on 10/06/25; (cc) Arboricultural Impact Assessment by Urban Green May 2025 received by the City Council, as Local Planning Authority, on 10/06/25; (dd) Waste Management Strategy 086313-CUR-XX-XX-T-TP-00003-P04 by Curtins received by the City Council, as Local Planning Authority, on 08/10/25; (ee) Environmental Statement Volume 1: - Chapters 1-5: Introductory Chapters prepared by Turley - Chapter 6: Noise and Vibration prepared by Hoare Lea - Chapter 7: Townscape and Visual prepared by Urban Green - Chapter 8: Daylight, Sunlight and Overshadowing prepared by Avison Young - Chapter 9: Wind Microclimate prepared by AKT II - Chapter 10: Socioeconomic and Human Health prepared by Ekosgen - Chapter 11: Climate Change prepared by Hoare Lea - Chapters 12-13: Concluding Chapters prepared by Turley (ff) Environmental Statement: Non-Technical Summary (gg) Volume 2: Technical Appendices to Primary Report prepared by Turley (hh) Volume 3: Non-Technical Summary prepared by Turley (ii) Volume 4: Environmental Management Plan prepared by Turley All of the above documents were received by the City Council, as Local Planning Authority, on 10/06/25; and (jj) The Oval Ground floor Commercial Strategy - Albert Bridge House, Manchester stamped as received on 14-10-25 Reason - In the interest of ensuring a diverse offer and ensure the commercial accommodation is let pursuant to policy DM1 of the Manchester Core Strategy (2012).

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) Prior to the commencement of development, a detailed phasing plan (including indicative timescales for implementation) and details of interim landscape treatments

for undelivered phases of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall confirm delivery of the Office Building (Building C) in tandem with Residential Building A and / or Residential Building B. The development shall then be carried out in accordance with the phasing plan and timescales agreed.

Reason - The development is to be carried out on a phased basis and details must therefore be agreed in this regard to ensure that regeneration priorities are delivered in a timely manner and that a comprehensive development is provided at this site pursuant to policies EC2, SP1 and DM1 of the Manchester Core Strategy (2012).

- 4) No demolition works or vegetation clearance shall take place during the optimum period for bird nesting (March - September inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority. Any method statement shall then be implemented for the duration of the demolition works.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 5) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained within the arboricultural report prepared by Arboricultural Impact Assessment by Urban Green May 2025 received by the City Council, as Local Planning Authority, on 10/06/25; and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the building for its permitted use. (a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction) (b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority. (c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority.

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy.

- 6) All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work".

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Core Strategy.

- 7) Prior to the commencement of development (including demolition, ground works, vegetation clearance), an invasive non-native species protocol shall be submitted for approval by the City Council, as Local Planning Authority. This shall detail the containment, control and removal of Giant Hogweed and Japanese Knotweed at the site. The development shall be carried out in accordance with the approved protocol.

Reason - In order to deal with the invasive non-native species at the application site pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 8) The development shall be implemented in accordance with the mitigation measures as set out within the Albert Bridge House, Manchester Environmental Statement Volume 3: Environmental Management Plan June 2025 by Turley received by the City Council, as Local Planning Authority, on 10/06/25

Reason - In the interest of protecting the River Irwell from the construction activities at the site pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 9) Prior to the demolition of the buildings, a detailed construction management plan outlining working practices for the proposed development demolition shall be submitted to and approved in writing by the Local Planning Authority. The construction management plans shall include: o Display of an emergency contact number; o Communication strategy with residents; o Details of Wheel Washing; o Dust suppression measures; o Compound locations where relevant; o Location, removal and recycling of waste; o Routing strategy and swept path analysis; o Parking of construction vehicles and staff; and o Sheeting over of construction vehicles. 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. The demolition shall be carried out in accordance with the approved construction management plan for the duration of the demolition works.

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

- 10) Prior to the commencement of a phase of development (excluding demolition), a detailed construction management plan outlining working practices for the proposed development construction shall be submitted to and approved in writing by the Local Planning Authority. The construction management plans shall include: o Display of an emergency contact number; o Communication strategy with residents; o Details of Wheel Washing; o Dust suppression measures; o Compound locations where relevant; o Location, removal and recycling of waste; o Routing strategy and swept path analysis; o Parking of construction vehicles and staff; and o Sheeting over of construction vehicles. 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. The phase of the development shall be carried out in accordance with the approved construction management plans for the duration of the construction parts of the development.

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

- 11) The development hereby approved shall be carried out in accordance with the submitted Albert Bridge House Flood Risk Assessment May 2025 by akt II, received by the City Council, as Local Planning Authority, on 10/06/25 and shall include for Habitable finished floor levels (Blocks A and B) being set no lower than 41.540 metres above Ordnance Datum (AOD) as per documents "Block C- GA Elevations - South East & South West", "Block C- GA Elevations - North West & North East", "Block A - GA Elevations - South & West", "Block B GA Elevations - North West", "Block B - GA Elevations - South & West" The mitigation measures shall be fully implemented prior to occupation and use of each phase of the development. The measures detailed shall be retained and maintained thereafter throughout the lifetime of the development.

Reason - To reduce the risk of flooding to the proposed development and future occupants pursuant to policy EN17 of the Manchester Core Strategy (2012).

- 12) a) Prior to the commencement of a phase of the development, details of a Local Labour Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local 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 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 for that phase being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority.

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

- 13) A phase of development hereby approved shall not commence until details of the method for piling, or any other foundation design using penetrative methods for that phase, has been submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented during that phase of construction of the development.

Reason - Piling or any other foundation using penetrative methods can result in risks to potable supplies (pollution/turbidity, risk of mobilising contamination) drilling through different aquifers and creating preferential pathways. It is therefore necessary to demonstrate that piling will not result in contamination of groundwater. In addition, piling can affect the adjacent railway network which also requires consideration pursuant to policies SP1, EN17 and EN18 of the Manchester Core Strategy (2012).

- 14) Notwithstanding the Albert Bridge House, Manchester Archaeological Desk-based Assessment February 2025 by Civic Heritage received by the City Council, as Local Planning Authority, on 10/06/25, no development works 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 for approval in writing by the City Council, as local planning authority. The WSI shall cover the following:

1. A phased programme and methodology of investigation and recording to include: - archaeological evaluation trenching; - pending the results of the above, an open-area excavation (subject to a revised WSI). 2. A programme for post-investigation assessment to include: - production of a final report on the results of the investigations and their significance. 3. Deposition of the final report with the Greater Manchester Historic Environment Record. 4. Dissemination of the results of the archaeological investigations commensurate with their significance. 5. Provision for archive deposition of the report and records of the site investigation. 6. Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

Reason: To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible pursuant to policies EN3 of the Manchester Core Strategy (2012) and saved policy DC20 of the Unitary Development Plan for the City of Manchester (1995).

- 15) a) Notwithstanding the Soiltechnics Tier 1 Preliminary Risk Assessment and Ground Investigation Report Proposed Mixed-Use Development Albert Bridge House, Manchester May 2025, received by the City Council, as Local Planning Authority, on 10/06/25, a phase of the development shall not commence until the following information has been submitted for approval in writing by the City Council, as Local Planning Authority, to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site - Submission of a Remediation Strategy

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as Local Planning Authority, prior to the first occupation/use of the relevant phase 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.

- 16) 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 after development commences, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land is submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with these details, together with any previously approved Remediation Strategy.

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

- 18) Notwithstanding the details submitted on the Drainage Strategy Report prepared by AKT II, May 2025 received by the City Council, as Local Planning Authority, on 10/06/25 (a) a phase of the development shall not commence until a scheme for the drainage of surface water from the development for that phase shall be submitted for approval in writing by the City Council as the Local Planning Authority. This shall include: *Progression through the drainage hierarchy must be evidence based and supported by site investigation including assessments of ground conditions and infiltration testing in accordance with BRE365. Proposals of attenuation should achieve half drain time within 24 hours. *Where surface water is connected to the main river, any works within or adjacent to the river that would affect it would require consent from Environment Agency. An email of acceptance of proposed flows and/or new connection will suffice. *Where surface water is connected to the ordinary watercourse, agreement in principle from Manchester City Council as Lead Local Flood Authority is required. Please note that all new connections to the watercourses shall comply with reduction of flows to Greenfield runoff rates. An email of acceptance of proposed flows and/or new connection will suffice. *Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice. *Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable. *Details of surface water attenuation to align with the Manchester, Trafford and Salford Strategic Flood Risk Assessment. For brownfield sites a minimum of 50% betterment is required for reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates. *Development must be limited to greenfield runoff on Greenfield sites up to a 1 in 100-year event, including climate change allowance. *A finalised drainage layout showing all components, outfalls, levels and connectivity. *An existing and proposed impermeable areas drawing to accompany all discharge rate calculations. *Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must Include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change. *A blockage risk assessment must be undertaken as part of the drainage strategy to support proposed flows less than 5 l/s. *Where a public sewer diversion is proposed, agreement in principle from relevant water company is required. An email of acceptance will suffice. *An assessment of surface water pollution risk in-line with CIRIA C753 and, where required, evidence of pollution control measures (preferably through SuDS) to treat surface water prior to discharge. *A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements)

*Construction details of flow control and SuDS elements. *A plan indicating easement. 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).

(b) Each phase of the development shall then be constructed in accordance with the approved details, within an agreed timescale.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 19) Prior to occupation of the residential accommodation hereby approved details of the implementation, maintenance and management of the surface water drainage scheme, as approved by Condition 11, shall be submitted for approval in writing by the City Council, as Local Planning Authority. Those details shall include:
- o Verification report providing photographic evidence of constructed flow control and SuDS components as per design drawings approved as part of Condition 18
 - o Provide As Built construction drawings OR confirm that they align with the original design construction drawings.
 - o 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. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details.

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. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

- 20) Prior to the commencement of development, a 30-year Habitat Management and Monitoring Plan for the on-site biodiversity enhancements shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The development shall be implemented and maintained in accordance with the agreed details and shall be retained thereafter.

Reason - In the interests of biodiversity net gain being achieved on site pursuant to policy EN15 of the Manchester Core Strategy, policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

- 21) Notwithstanding drawings Dwgs 0476-SEW-ZZ-ZZ-DR-L-PL0100_P2, 0476-SEW-ZZ-50-DR-A-PL1050_P2, 0476-SEW-ZZ-01-DR-A-PL1001_P2 and 0476-SEW-ZZ-00-DR-A-PL1000_P2 received by the City Council, as Local Planning Authority, on the 08-10-25 (a) prior to any above ground works associated with a phase of the development, details of the public and private realm works relating to this phase shall be submitted for approval in writing by the City Council as Local Planning Authority.

The details shall include submission and implementation timeframes for the following details: (a) Details of the proposed hard landscape materials; (b) Details of the proposed tree species within the public realm including proposed size, species and planting specification including tree pits and design; (c) 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 and green screens and walls to podium areas; (d) Details of the proposed street furniture including seating, bins, boundary treatment, lighting and recreational areas including children's play (which should include formal play equipment); (e) Details of any external steps and handrails; (f) A strategy providing details of replacement tree planting, including details of overall numbers, size, species and planting specification, constraints to further planting and details of on-going maintenance. (g) Details of how surface water from the public realm would be managed within the public realm through Suds interventions such as infiltration, swales, soakways, rain gardens and permeable surfaces; The detailed scheme shall demonstrate adherence to the relevant sections of DFA2 and MCC-recommended guidance in relation to Age Friendly Public Realm including Age-Friendly Seating and Sense of Place and the Alternative Age-Friendly Handbook. For the avoidance of doubt, the development should be delivered in accordance with the approved programme, and trees planted within 6 months of occupation of the residential element hereby approved. (b). The approved details shall then be implemented and be in place prior to the first occupation of the phase of the development hereby approved. c) The approved scheme shall be implemented prior to the first use of the development. If within the period covered by the approved habitat management and monitoring plan secured by condition 20 of this permission, any 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. The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans.

Reason - 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 Core Strategy policies SP1, DM1, CC9, C10 , EN3, EN9, EN11, EN14 and EN15 of the Core Strategy.

- 22) Prior to the first occupation/use of a phase of the development, a detailed landscaped management plan for that phase shall be submitted for approval 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 for the relevant phase will 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

- 23) Each phase of development shall be carried out in accordance with the Environmental Standards Statement and Energy Strategy REVISION 03 - 28 MAY 2025 prepared by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25 A post construction review certificate/statement for the phase shall be submitted for approval in writing, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority for that phase.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

- 24) The office development hereby approved shall achieve a post-construction Building Research Establishment Environmental Assessment Method (BREEAM) rating of at least an excellent rating. Post construction review certificate(s) shall be submitted to, and approved in writing by the City Council as local planning authority, within three months of the buildings hereby approved being first occupied. Reason - In order to minimise the environmental impact of the development, pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy, and the principles contained within The Guide to Development in Manchester SPD (2007), and the National Planning Policy Framework.
- 25) Notwithstanding the Albert Bridge House. Manchester. Oval Real Estate. ACOUSTICS ENVIRONMENTAL NOISE SURVEY REVISION 01 - 24 MARCH 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25;

(a) Prior to the first occupation of each residential /office use within each phase of the development hereby approved, details of any plant including externally mounted ancillary equipment, lift equipment, substation and any emergency plant associated with the development to ensure that it achieves a background noise level of 5dB below the existing background (La90) at the nearest noise sensitive location shall 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.

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

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

recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ.

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 26) Notwithstanding the Albert Bridge House. Manchester. Oval Real Estate. ACOUSTICS ENVIRONMENTAL NOISE SURVEY REVISION 01 - 24 MARCH 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25;

(a) Prior to the first occupation of each ground floor commercial unit as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 within each phase of the development hereby approved, details of any plant including externally mounted ancillary equipment, to ensure that it achieves a background noise level of 5dB below the existing background (La90) at the nearest noise sensitive location shall 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.

(b) Prior to the first occupation of each ground floor commercial unit within each phase of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as in compliance with part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met.

(c) In the event of non-conformity with a rating level of 5dB (LAeq) below the typical background (LA90) level in each octave band, then any measures/changes required to achieve conformity with part (a) shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before operation of the any of the above approved plant including internally and externally mounted ancillary equipment can commence. The approved scheme shall remain operational thereafter

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1, H1 and DM1 of the Core Strategy.

- 27) (a) Notwithstanding the Albert Bridge House. Manchester. Oval Real Estate. ACOUSTICS ENVIRONMENTAL NOISE SURVEY REVISION 01 - 24 MARCH 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25, prior to the any above ground works, excluding demolition, associated with the

residential phase of the development, a final scheme for acoustically insulating and mechanically ventilating the residential accommodation against the local road traffic network, any local commercial/industrial premises and any service risers /lift shafts; details of the MVHR system (plan, intake/extract points, silencers, operational noise levels) and details of the performance of the glazing shall be submitted to and approved in writing by the City Council as Local Planning Authority.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. There may be other actual or potential sources of noise which require consideration on or near the site. 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 L_{Amax,F} by more than 15 times) Living Rooms (daytime - 07.00 - 23.00) 35 dB LAeq Gardens and terraces (daytime) 55 dB LAeq We will need an assessment of any facade penetrations for building services such as ventilation intake / extract louvres and recommendations for any necessary acoustic insulation of these areas recommending to ensure these penetrations do not compromise the acoustic integrity of the facade or lead to an external noise transmission path to the residential properties which may impact the internal noise level. Additionally, 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 approved noise insulation and ventilation scheme shall be completed before the first occupation of the residential accommodation within each phase of this development.

(b) Prior to the first occupation of the residential accommodation, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met with windows and purge vent doors closed. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

(c) Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 28) (a) Notwithstanding the Albert Bridge House. Manchester. Oval Real Estate. ACOUSTICS ENVIRONMENTAL NOISE SURVEY REVISION 01 - 24 MARCH 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25

prior to the first use of offices in each phase of the development, a scheme of acoustic insulation including from the ground floor commercial units shall be submitted for approval in writing by the City Council, as Local Planning Authority.

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.

(b) Prior to the first use of the office accommodation within a relevant phase of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition. Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ.

c) Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter retained and maintained in situ.

Reason - In order to limit the outbreak of noise from the commercial premises pursuant to policies SP1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 29) Notwithstanding the Albert Bridge House. Manchester. Oval Real Estate. ACOUSTICS ENVIRONMENTAL NOISE SURVEY REVISION 01 - 24 MARCH 2025 by Hoare Lea received by the City Council, as Local Planning Authority, on 10/06/25 prior to the first use of each ground floor commercial units as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 in each phase of the development, commencing, a scheme of acoustic insulation for each unit to ensure that there is no unacceptable level of noise transfer from these units to the uses above or any unacceptable noise break out shall be submitted to and approved in writing by the City Council as local planning authority. 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. For any assessment in relation to a gym use noise from any gym activities such as impact machines and free weights areas will need to be included within the assessment and details of any acoustic insulation / acoustic floor build up recommendation for these areas. The approved noise insulation scheme shall be completed before any of the approved uses commence. Prior to occupation a post completion report to verify that all of the recommended mitigation measures have been installed and effectively mitigate any potential adverse noise impacts in adjacent residential accommodation arising directly from the proposed development shall be submitted and agreed in writing by the City Council as local planning authority. Prior to occupation any non

compliance shall be suitably mitigated in accordance with an agreed scheme. The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E) Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26.

- 30) The waste storage and management for the residential accommodation shall be implemented in accordance with the Waste Management Strategy 086313-CUR-XX-XX-T-TP-00003-P04 by Curtins received by the City Council, as Local Planning Authority, on 08/10/25. The approved scheme shall be implemented prior to the first occupation of the residential element and shall remain in situ whilst the use or development is in operation.

Reason - To ensure adequate refuse arrangement are put in place for the residential element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

- 31) The waste storage and management for the commercial accommodation shall be implemented in accordance with the Waste Management Strategy 086313-CUR-XX-XX-T-TP-00003-P04 by Curtins received by the City Council, as Local Planning Authority, on 08/10/25. The approved scheme shall be implemented prior to the first occupation of the residential element and shall remain in situ whilst the use or development is in operation. The approved scheme shall be implemented prior to the first use of the commercial units and shall remain in situ whilst the use or development is in operation. Reason - To ensure adequate refuse arrangement are put in place for the commercial units of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy

- 32) The waste storage and management for the office accommodation shall be implemented in accordance with the Waste Management Strategy 086313-CUR-XX-XX-T-TP-00003-P04 by Curtins received by the City Council, as Local Planning Authority, on 08/10/25. The approved scheme shall be implemented prior to the first occupation of the residential element and shall remain in situ whilst the use or development is in operation. The approved scheme shall be implemented prior to the first use of the office accommodation and shall remain in situ whilst the use or development is in operation.

Reason - To ensure adequate refuse arrangement are put in place for the office element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

- 33) Prior to the first use of each ground floor commercial unit as shown in dwg0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 within each phase of the development, details of a scheme to extract fumes, vapours and odours from these spaces shall be submitted for approval in writing by the City Council, as Local Planning Authority (unless no kitchen extraction or cooking facilities are required).

b) Prior to the completion of the instalment of the extraction system approved under part a of this condition, details regarding the cleaning and maintenance, including

information on the location and type of extract filters, shall be submitted to and approved in writing by the Local Planning Authority. The approved details shall be implemented as part of the development and then be retained and adhered to for the lifetime of the development.

c) Upon completion of the development, a verification report shall be undertaken to validate that the work undertaken throughout the development conforms to the recommendations and requirements within part a and b of his condition. The report shall also undertake post completion testing to confirm that this criteria is met and shall be submitted to and approved by the Local Planning Authority prior to the first operation of the internal and external extraction equipment.

d) Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the noise criteria. This report shall be submitted to and approved in writing by the Local Planning Authority before the use becomes operational along with a timescale that confirms when any necessary changes will be implemented.

The approved details shall be implemented and remain in place for as long as the unit is in use (and any subsequent permitted changes of use under Class E)

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

- 34) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 21 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy.

- 35) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn. Prior to the first occupation of a phase of the development, full details of such a scheme for that phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented in

full prior to the first occupation/use of a phase of the development and shall remain in operation for so long as the development is occupied.

Reason - In the interests of amenity, crime reduction and the personal safety of those using and ensure that lighting is installed which is sensitive to the bat environment and river corridor the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.

- 36) Deliveries, servicing and collections including waste collections shall not take place outside the following hours for a phase of the development: Monday to Saturday 07:30 to 20:00 Sundays (and Bank Holidays): 10:00 to 18:00

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

- 37) Prior to the first use of the commercial units as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 within each phase of the development, a schedule of opening hours shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved hours shall then be implemented and thereafter the uses shall operate in accordance with them. There shall be no amplified sound or any amplified music at any time within these spaces.

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

- 38) Prior to the first use of the commercial spaces as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 within each phase of the development, details of any external areas associated with these commercial spaces (including an Operating Schedule) shall be submitted for approval in writing by the City Council, as Local Planning Authority. The Operating Schedule shall contain the following details:
- a. A scaled layout plan showing the proposed seating area, including layout of furniture and demarcation of the area;
 - b. Full details of the measures proposed to ensure that the proposed seating area is fully accessible by disabled people;
 - c. Details of the proposed furniture, including any barriers;
 - d. A detailed management strategy that includes information on how the proposed external seating area would be managed in terms of potential noise disturbance, additional movement and activity, litter and storage of furniture at night;
 - e. days and hours of operation.
- The approved plan shall be implemented upon first use of the commercial uses in that phase and thereafter retained. 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.

- 39) Each commercial unit as shown in Dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 within each phase shall remain as one unit and shall not be subdivided or amalgamated without the benefit of planning permission being secured.

Reason- In the interests of residential amenity and to ensure the future viability and vitality of the commercial units pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1, C5 and SP1 of the Manchester Core Strategy.

- 40) The commercial units as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 within each phase of development shall be occupied as Class E (a,b,c,or g) (excluding convenience retail) or Drinking Establishment (Sui Generis) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification).

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

- 41) In the event that any of the commercial units as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 in each phase of the development is occupied as a cafe/restaurant, drinking establishment live music, prior to their first use the following details must be submitted and agreed in writing by the City Council, as Local Planning Authority. These details are as follows: - Management of patrons and control of external areas. For the avoidance of doubt this shall include: o Dispersal policy; o Mechanism for ensuring windows and doors remain closed save for access or egress after 9pm The approved scheme shall be implemented upon first use of the premises and thereafter retained and maintained.

Reason - To safeguard the amenities of nearby residential occupiers as the site is located in a residential area, pursuant to policies SP1, DM1 and C10 of the Manchester Core Strategy (2012) and to saved policy DC26 of the Unitary Development Plan for Manchester.

- 42) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the residential accommodation (Class C3(a)) shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification). this does not preclude two unrelated people sharing a property.

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

- 43) The residential accommodation hereby approved shall be used only as private dwellings (which description shall not include serviced properties or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

- 44) Prior to the first occupation/use of a phase of the development, the cycle storage, as indicated on 0476-SEW-ZZ-B1-DR-A-PL0999 P1 GA PLAN - BASEMENT LEVEL shall be implemented and made available upon first occupation/use of the residential and office elements of the development and thereafter retained and maintained in situ.

Reason - To ensure there is sufficient cycles stand provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

- 45) The development shall be carried out in accordance with the Crime Impact Statement Albert Bridge House, 1 Bridge Street, Version B 29/05/25 received by the City Council, as Local Planning Authority, on 10/06/25; The development shall only be carried out in accordance with these approved details. Prior to the first occupation of each phase of the development the City Council, as Local Planning Authority, must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation.

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

- 46) Prior to the first occupation of the residential element within a phase of the development the car parking layout as indicated on drawing 00476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 shall be implemented and made available. The car parking shall remain available for as long as the residential element remains in use.

Reason - To ensure sufficient car parking is available for the occupants of the office element of the development pursuant to policies SP1, T1, and DM1 of the Manchester Core Strategy (2012).

- 47) A phase of the development shall be carried out in accordance with the Albert Bridge House, Manchester Framework Travel Plan by Curtins Ref: 086313-CUR-XX-XX-T-TP-00002 Revision: Issue Date: P03 06 June 2025 received by the City Council, as Local Planning Authority, on 10/06/25; In this condition a Travel Plan means a document which includes: i) the measures proposed to be taken to reduce dependency on the private car by those living at the development; ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building and thereafter from time to time iii) mechanisms for the implementation of the measures to reduce dependency on the private car iv) measures for the delivery of specified Travel Plan services v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car Within six months of the first occupation/use of a phase of the development, a Travel Plan for that phase which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).

- 48) Prior to the first occupation and use of a phase of the development as residential accommodation, details of the provision of the electric vehicle charging for the car parking for that phase of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include provision of electric vehicle charging for all vehicles associated with that phase and that the specification would be fast charging at a minimum of 7kw. The electric vehicle charging shall be implemented prior to the first occupation of phase and retained and maintained in situ for as long as the development remains in use.

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

- 49) (a) Prior to the first occupation/use of a phase of the development, a scheme of highway works and footpaths reinstatement/public realm for that phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include the following: - Re-surfacing of footways adjacent to the site to St Mary's Parsonage and Bridge Street and dropped kerbs together with the installation of tactile paving to include use of natural stone or other high quality materials to be used for the footways; - Re-instatement of redundant footways and dropped kerbs; - Tree planting; - Creation of loading bay to St Mary's Parsonage; - Car park access / egress - Taxi bay relocation (b) Prior to the first occupation of the development hereby approved, a verification report, which will include phototrophic evidence and relevant highway approval notices (where relevant) shall be implemented as part of the development and be in place prior to the first occupation of the development and thereafter retained and maintained. c) In the event of non-conformity, where the highway works have not been carried out and/or to relevant standards, then any measures/changes required to achieve conformity shall be carried out. Any required measures/changes and verification shall continue until conformity has been achieved and agreed in writing by the Local Planning Authority, before first occupation of the

development. Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

- 50) Notwithstanding the Television and Radio Baseline Survey Report Albert Bridge House Oval Real Estate April 2025 by Pager Power, received by the City Council, as Local Planning Authority, on 10/06/25, within one month of the practical completion of each phase of the development, and at any other time during the construction of the development if requested in writing by the City Council as Local Planning Authority, in response to identified television signal reception problems within the potential impact area a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above for that phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before a phase of the development is first occupied (or brought into use) or within one month of the study being submitted for approval in writing to the City Council as Local Planning Authority, whichever is the earlier.

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy.

- 51) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the building in phase B shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

- 52) Prior to the first occupation/use of a phase of the development a signage strategy for external facades and commercial frontages shall be submitted for approval in writing by the City Council, as Local Planning Authority. The signage strategy will include timescales for implementation. The approved strategy shall then be implemented for that phase and used to inform any future advertisement applications for the building.

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

- 53) All windows at ground level, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

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

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

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1.

- 55) Prior to the first use of the office development hereby approved, details of the siting, scale and appearance of the solar panels to the roof of the buildings (including cross sections) shall be submitted to the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first use of the relevant phase of the development and thereafter retained and maintained in situ. Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).
- 56) Prior to the first use of each of the commercial units as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 in each phase, details of any roller shutters to the ground floor of the premises shall be submitted for approval in writing by the City Council, as Local Planning Authority. The shutters shall be fitted internally to the premises. The approved details shall be implemented prior to the first occupation of each of the commercial units and thereafter retained and maintained in situ. Reason - To ensure that the roller shutters are appropriate in visual amenity terms pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).
- 57) Notwithstanding the Operational Management Plan- Albert Bridge House by CBRE received by the City Council, as Local Planning Authority, on 10/06/25 prior to the first occupation of the residential development hereby approved a final detailed Residential Management Strategy including: (a) Details of how 24 hour management of the site in particular in relation to servicing, parking of maintenance vehicles and noise management of communal areas; (b) A management strategy for the external amenity areas including hours during which these areas would be open to resident and how access to the communal terraces would be managed during the evening /night shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The approved Residential Management Strategy shall be implemented from occupation of the residential use hereby approved and be retained in place for as long as the development remains in use.

Reason - In the interests of residential amenity, to ensure adequate arrangements are put in place in respect of access, maintenance, car parking and cycle storage, the promotion of a sustainable and inclusive community within the development, 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.

- 58) Prior to the first occupation of the residential element of the scheme hereby approved a scheme for air filter vents to the residential apartments shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first occupation of the residential accommodation and thereafter retained and maintained.

Reason - In the interest of air quality pursuant to policy EN16 of the Manchester Core Strategy (2012) and the NPPF.

- 59) All apartments hereby approved shall be M4 (2) compliant in terms of accessibility and adaptability prior to occupation. 10% (80 - 38 Block A and 42 Block B) shall be M4(3) compliant as set out within P226 of the Design and Access Statement by Studio Egret West received by the City Council, as Local Planning Authority, on 10/06/25 and shall be implemented in accordance with P226 prior to occupation of each block.

Reason - To ensure an appropriate level of accessible new homes within the development pursuant to policies DM1 and CC10 of the Manchester Core Strategy (2012) and Places for Everyone Policy JP-H3

- 60) Prior to any above ground works of the residential element of the development hereby approved, details of the accessible apartments within the residential building (including size and adaptability) shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development and be in place prior to the first occupation of the development.

Reason - to ensure there are sufficient accessible apartments within the development that meet appropriate size and adaptable standards pursuant to policy DM1 of the Manchester Core Strategy (2012).

- 61) The approved commercial units as shown in dwg 0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 shall be marketed and let on the basis as set out within the Oval Ground floor Commercial Strategy - Albert Bridge House, Manchester stamped as received on 14-10-25

Reason - In the interest of ensuring a diverse offer and ensure the commercial accommodation is let pursuant to policy DM1 of the Manchester Core Strategy (2012).

- 62) No externally mounted telecommunications equipment shall be mounted on any part of the building hereby approved, including the roofs other than with express written consent of the Local Planning Authority.

Reason - In the interest of visual amenity pursuant to Core Strategy Policies DM1 and SP1

- 63) In relation to site layout, water supplies for firefighting purposes and access for fire appliances, the development shall be implemented in accordance with the Albert Bridge House Fire Statement - Planning Gateway One Oval Real Estate Job No: Doc ref: Revision: Revision date: 1043486 0476-CDL-XX-XX-T-FE-5200 P03 06 June 2025, received by the City Council, as Local Planning Authority, on 10/06/25;

Reason To ensure a satisfactory development pursuant to Policy DM1 of the Core Strategy and in accordance with the Fire safety and high-rise residential buildings Guidance August 2021.

- 64) Prior to occupation of the each phase within the development hereby approved, details of the siting, scale and appearance of the air source heat pumps to the buildings hereby approved should be submitted to the Local Planning Authority for approval. The air source heat pumps must also comply with the noise criteria as specified in condition 25. The approved details shall then be implemented prior to the first occupation of the residential development hereby approved and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the air source heat pumps are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

- 65) No doors (other than those designated as fire exits, access to the sub station, doors to plant rooms or bin stores as shown on dwg0476-SEW-ZZ-00-DR-A-PL1000 P1 GA PLAN - LEVEL 00 shall open outwards onto adjacent public highway.

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012).

- 66) Prior to any above ground level works an aviation warning light scheme is to be submitted to the LPA in consultation with Manchester Airport. This scheme needs to treat the proposed buildings as a cluster.

Reason: Flight safety - Obstacle avoidance, due to the height of the development there is a requirement for the development to be lit with aviation warning lights to ensure adequate conspicuity and to keep the development from becoming a hazard to air navigation pursuant to Policy DM2 of the Core Strategy for the City of Manchester.

- 67) Any fitness facilities within the amenity spaces as shown in dwgs 0476-SEW-ZZ-01-DR-A-PL1001 P1 GA PLAN - LEVEL 01 shall be ancillary to the residential use and not operate as separate planning units or commercial uses for which a separate application for planning consent would be required.

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

- 68) The amenity facilities within the office hereby approved including the roof bar /Event Space as shown on dwg 0476-SEW-CC-18-DR-A-PL1163 P1 Block C Level 18 shall be used as ancillary facilities for office users only and not operate as separate planning units or commercial uses for which a separate application for planning consent would be required.

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity do not commence without prior approval pursuant to Core Strategy policies SP1 and DM1 and to ensure the permanent retention of the accommodation for office purposes.

- 69) The offices hereby approved shall be used only as offices to carry out any operational or administrative functions as set out under part (g)(i) of Use Class E and for no other purpose (including any other purpose in Class E of the Schedule to the Town and Country Planning (Use Classes) Order 1995 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 do not commence without prior approval pursuant to Core Strategy policies SP1 and DM1 and to ensure the permanent retention of the accommodation for office purposes.

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

Mining

Please see information relating to mining in Appendix A.

Date:

DRAFT DECISION

DRAFT

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 OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1.
 - 1.1 To notify the Council in writing within ten (10) Working Days of Commencement of Development confirming that Development has Commenced.
 - 1.2 To notify the Council within 10 (10) Working Days of the date of Completion of Construction of 75% (seventy five percent) of the Dwellings;
 - 1.3 To notify the Council within 10 (10) Working Days of the date of Occupation of the first Dwelling to be Occupied.

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

2. Within ten (10) 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 Owner pursuant to paragraph 6.2 of Schedule 4 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within sixty (60) 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 of this Agreement 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 relevant 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 and the aggregate of any Clawback shall be capped so that they do not 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.

RETENTION AS BUILD TO RENT

- 6.1 Where the Method of Disposal is a Build to Rent Retention, a Forward Funding Arrangement or a Forward Sale delivering Build to Rent the Owner shall deliver the Dwellings for the private rental market as a Build to Rent scheme and subject to paragraph 6.2 of this Schedule shall retain ownership of the part of the Development which is comprised of Build to Rent Dwellings for a period of fifteen years (15) years from Completion of Construction Provided that, subject to Clause 6.2, if the Owner Disposes of any part of the Development which is comprised of Build to Rent Dwellings in breach of this covenant then the clawback provisions set out in clause 20 of this Agreement will be triggered, and the Owner covenants to comply with all the provisions of that clause and upon payment of the Clawback to the Council (or upon determination that no Clawback is due) this covenant will no longer apply to the relevant Dwellings Disposed of.
- 6.2 Where the Method of Disposal is a Build to Rent Retention, a Forward Funding Arrangement or a Forward Sale delivering Build to Rent the Owner may

Dispose of the part of the Development which is comprised of Build to Rent Dwellings to a single proprietor without triggering the clawback provisions set out in clause 20 of this Agreement.

- 6.3 For the further avoidance of doubt this provision does not prevent the Owner 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.

RETENTION OF ARCHITECT

- 7.1 To use Best Endeavours to continue to employ the Architect as the lead architect throughout the Construction Period and until Practical Completion of the Development PROVIDED THAT the Architect remains willing and able to fulfil such 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 Owner shall immediately notify the Council of this fact within ten (10) Working Days and shall use Best 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 within 10 Working Days thereafter.

OFFICE BLOCK AND RESIDENTIAL BLOCKS

- 8.1 Not to Commence Development of the Residential Blocks until the Office Contract Notice has been submitted to the Council and construction of the Office Block has Commenced.
- 8.2 To carry out the Development in accordance with the Phasing Plan.
- 8.3 Not to Commence Above Ground Works on the Residential Blocks otherwise than in accordance with the approved Phasing Plan.
- 8.4 Not to Occupy the Residential Blocks otherwise than in accordance with the approved Phasing Plan.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner 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 the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
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 ten (10) years of the date of receipt by the Council.
5. To issue the Planning Permission within two (2) Working Days of the date of this Agreement.
6. Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner 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 known as Albert Bridge House, 1 Bridge Street, Manchester M60 9AT

GDV	£
NDV (in the case of Build to Rent)	£
Permitted Profit Level	£
Costs -	£
Schedule of abnormals TBA	£
Contingency on remaining build costs and abnormals at the Calculation Date (3% (three percent))	£
Professional fees on build costs and abnormals (to be evidenced)	£
Owners Development Management Fee TBA	£
Rights to Light Costs TBA	£
Non-residential Sales, Letting, Marketing and Legal Costs TBA	£
Funding Agent and Funding Legal Fees	£
Section 106 payments TBA	£
Finance cost of TBA	£
– Management Fee	£42,556.65
–Viability Assessment Fee	£12,000
Agreed Land Value (The Lower of 1). Benchmark Land Value set at Planning Consent Stage or 2). Actual Land Value – to be evidenced	£
Stamp Duty - TBA	£
Site Legal & Agents Fees @ 1.5% of Agreed Land Value	£
TOTAL COSTS (Costs)	£
Gross Margin = GDV – Costs (or in the case of Build to Rent equals NDV – Costs)	£

Gross Margin minus Permitted Profit Level	£
VIABILITY PAYMENT = (Gross Margin minus Permitted Profit Level) x 50%	£

NB - The Headings in the Viability Template are not exhaustive

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

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

AUTHORISED SIGNATORY



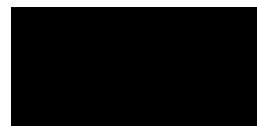
Executed as a deed by **OVAL PROPERTIES 1801 LIMITED**, a company incorporated in Jersey, acting by

Nicholas Prior

who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of Oval Properties 1801 Limited

Signature of Authorised signatory



Certificate Of Completion

Envelope Id: ED608433-3591-80FB-820C-EC59573628AA

Status: Completed

Subject: RE: Section 106 Agreement - Albert Bridge House Second S106 - 143164/FO/2025 [DPS:NU:PLA001/84179:B]

File Number: PLA001/84179

Document Name: Albert Bridge House Second S106

Fee Earner Name: Alexis Adonis

Source Envelope:

Document Pages: 58

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 0

Alexis Adonis

AutoNav: Enabled

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Nicholas Prior



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Director

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Security Level: Email, Account Authentication
(None)

Signature Adoption: Drawn on Device

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Accepted: 15-Sep-26 | 15:55

ID: 81fafcfb-3205-47bb-a906-1fd60d231998

Robert Irvine



Sent: 15-Sep-26 | 15:56

Group Leader, Physical Infrastructure (Legal)

Signing Group: Authorised Signatories

Viewed: 15-Sep-26 | 17:53

Security Level: Email, Account Authentication
(None)

Signature Adoption: Uploaded Signature Image

Signed: 15-Sep-26 | 17:54



Electronic Record and Signature Disclosure:

Not Offered via Docusign

Alexis Adonis

Completed

Sent: 15-Sep-26 | 17:54

Security Level: Email, Account Authentication
(None)

Viewed: 14-Oct-26 | 15:32

Signed: 14-Oct-26 | 15:32



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Seal Events

Timestamp

Seal Events		Timestamp
Seal Name: Manchester City Council Legal Services		Sent: 15-Sep-26 15:55
Security Level: Digital Certificate		Sealed: 15-Sep-26 15:56
Signature Provider Details:		
Issuer: DocuSign Sealing CA - G2	Certificate policy:	
Subject: CN=Manchester City Council Legal Services	[1]Certificate Policy:	
	Policy Identifier=1.3.6.1.4.1.22234.2.14.3.43	
	[1,1]Policy Qualifier Info:	
	Policy Qualifier Id=CPS	
	Qualifier:	
	https://www.docusign.fr/societe/politiques-de-certifications	
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	08-Sep-26 08:55
Certified Delivered	Security Checked	14-Oct-26 15:32
Signing Complete	Security Checked	14-Oct-26 15:32
Completed	Security Checked	14-Oct-26 15:32
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact Manchester City Council:

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

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

To advise Manchester City Council of your new email address

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

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

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

To request paper copies from Manchester City Council

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

To withdraw your consent with Manchester City Council

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
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