

## **APPENDIX E**

### **Principal Heads of Terms**

#### ***The United Reformed Church (Southern Synod) Trust Ltd and London Borough of Southwark***

1. The Council will demolishing the existing Castle Day Centre in Walworth and construct on its site a new church that is the equivalent as set out in the compensation code of the existing Crossway Church.
2. The Council will at its own expense:
  - 2.1 Appoint the relevant professional and project delivery team to design, obtain planning permission and construct the new Church.
  - 2.2 Liaise with and agree the design of the new Church premises with the URC prior to the submission of a planning application.
  - 2.3 Arrange, supervise and construct the new church and ancillary accommodation (this term includes two flats) in accordance with plans approved by the Local Planning Authority.
  - 2.4 On practical completion of the new Church and ancillary accommodation, rights to occupation and ownership will pass to the URC. The precise mechanism is to be resolved to ensure the defects resolution period results in any being identified and remedied in the most expedient and efficient manner.
  - 2.5 Not commence demolition of the existing Crossway Church until the URC has relocated to the new Church and fully vacated the former premises subject to a period of grace (30 days) to enable an organised relocation
  - 2.6 Not serve notice of entry or implement a vesting declaration that may result in the URC losing the right to possession of the existing Crossway Church until thirty days after possession is give to the new Church.
3. Upon relocation to the new Church the parties will use reasonable endeavours to complete all necessary documentation to effect and record the transfer of the unencumbered freehold interest in the existing Crossway Church to the Council and likewise for the transfer of the new premises to the URC.
4. The Agreement will terminate in the following events:

- 4.1 The Heygate Compulsory Purchase is not confirmed or is amended in such a way as prevents the Acquiring Authority from being able to implement the regeneration of the existing Crossway Church
- 4.2 An unsatisfactory planning permission in respect of the new Church.
- 4.3 The construction of the new Church giving rise to unexpected and unreasonable costs arising from matters such as adverse ground conditions.
- 4.4 A substantial breach by either party