Schedule 6
Community Facilities
Part 1
Chapel

1. The Owner shall undertake and complete the Chapel Works as a part of the Development.

2. Within 6 months of Commencement of Development the Owner shall submit to the Corporation and the Corporation shall agree in writing the details of the mechanism for establishing the Trust and its constitution objects management structure and initial trustees/directors consistent with the Chapel Trust's Terms of Reference.

3. No later than 6 months prior to the anticipated completion of the Development the Owner shall have established the Trust in accordance with the details approved by the Corporation pursuant to paragraph 2 above.

4. Within 6 months of Occupation of 90% of the residential units on the Site the Owner shall offer to lease the Chapel to the Trust at a peppercorn rent for a term of not less than 125 years.

5. A certified copy of the agreement for lease relating to the Chapel shall be sent to the Corporation within 21 days of it being entered into.

6. In accordance with the objects of the Trust (and subject to the terms of the agreement for lease) the public shall be provided such access to the Chapel through the Site as agreed between the Owner and the Trust.

7. The Owner's prior written consent is required in respect of any alterations of the structure/external appearance of the Chapel or any proposed alienation of the Chapel by the Trust at any time.

8. On the date on which the Chapel is transferred to the Trust, the Owner shall pay the Chapel Trust Dowry to the Corporation.

9. The Corporation shall hold the Chapel Trust Dowry on the following terms:
   (a) The Corporation shall hold the Chapel Trust Dowry in a separately identifiable interest bearing account;
   (b) The Corporation shall not expend any part of the Chapel Trust Dowry other than in response to a valid funds request from the Trust;
   (c) The Trust shall be entitled to make a written request for funds from the Chapel Trust Dowry at any time;
   (d) A request for funds shall only be valid if accompanied by a detailed estimate of the costs to which the funds will be applied, which costs shall relate to the objectives of the Trust.

10. From the time at which the Chapel is transferred to the Trust and the Chapel Trust Dowry is paid, the Owner shall not for so long as the Chapel is leased to the Trust be required to contribute to the management, maintenance, preservation and upkeep of the Chapel nor in any way be responsible for it (save in its capacity as lessor).
In the event that the Trust is dissolved under the terms of its constitution the Owner shall (only to the extent and for so long that any amount of the Chapel Trust Dowry remains unspent) take over and perform the Trust's responsibilities and identified in the objects of the Trust at that time.
Part 2

The Chapel Trust's Terms of Reference

1 Objects

(a) The Trust will be a not for profit organisation set up by the Owner and will have the following objectives:

(i) To encourage and secure access for Community Uses to the Chapel through liaison between the local community, the Owner and the Trust;

(ii) To publicise and market the Chapel's facilities for Community Uses; and

(iii) To ensure the future maintenance and upkeep of the Chapel.

2 Composition

(a) To be agreed with the Corporation but including representatives (to the extent that they wish to participate) from:

(i) The Owner

(ii) Ward councillors from West End Ward

(iii) Local residents groups

(iv) Local traders groups

(v) (from completion of the Development only) residents of the Development