

PARSONAGE HOUSES

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The provision, repair and insurance of parsonage houses is the responsibility of the Property Committee, which in turn is answerable to the Board of Finance. The Committee normally meets seven times a year and reports regularly to the Board.

The day-to-day management of parsonage houses is the responsibility of the Estates Department which works from the Diocesan Office. Any problems or queries relating to parsonage houses should be directed to this Department.

The Estates Department works very closely with the Diocesan Surveyor and with the Chairman of the Property Committee.

The officers of the Department like to think that they are working as part of a team that includes the Property Committee, the Archdeacons, the occupants of parsonage houses and PCCs. Except during vacancies, PCCs have no direct responsibilities relating to parsonage houses. Nevertheless many are extremely generous and contribute financially to improvements, minor repairs and internal decorations and the Property Committee is most grateful for all this help. There is a clear division of responsibility between the Property Committee and parsonage house occupants which can be summarised as follows:

The Committee's responsibilities:

- (i) To keep in good repair the structure and exterior of the parsonage house.
- (ii) To keep in good repair all walls, fences, gates, drives, drains and gutters other than those for which a third party is responsible.
- (iii) To keep in repair and proper working order all fixtures and fittings in the parsonage house.
- (iv) To carry out a quinquennial inspection.
- (v) To insure the fabric of the parsonage house.
- (vi) To ensure that appropriate security locks are provided.

The Committee is under no obligation to carry out "improvements" but does so whenever appropriate and funds allow.

The Occupant's responsibilities:

- (i) To keep the interior of the house clean and in good decorative condition
- (ii) To keep all gutters clear of debris.
- (iii) To keep the garden tidy and trees and hedges in a safe and well managed condition.
- (iv) To inform the Diocesan Office of any problems in the house that might lead to structural damage or greater expense in the future if left unattended. It is important to inform the Diocesan Office as soon as possible if an insurance claim needs to be made.
- (v) To insure those contents of the parsonage house which do not belong to the benefice. (This becomes the PCC's responsibility through the churchwardens during a vacancy in the incumbency).
- (vi) Security: To ensure that doors and windows are secured and locked when the house is unoccupied.
- (vii) Where an occupant has DIY skills, the Property Committee is grateful for minor repairs, but not electrical repairs to be undertaken. If improvements are to be done, they should have the Estates Secretary's agreement first.

Interim Repairs

A large sum is spent each year on interim repairs (those carried out between quinquennial inspections) which are, by their nature, both essential and difficult to budget for. These are the non-urgent day-to-day repairs which do not require immediate attention to avoid damage to the building and they should be dealt with only after liaison with the Estates Department at the Diocesan Office. Authority for such works should be obtained from the Estates Department and normally the Department will expect to obtain two estimates before any work is put in hand.

Please note that telephone approval is acceptable, but estimates in writing are

preferred. Unless these procedures are followed, the Property Committee cannot guarantee that the expenditure will be met by the Diocese.

Quinquennial Works

Every parsonage house is inspected at five yearly intervals. These inspections are carried out by the Diocesan Surveyor or his assistant. His report covers the condition of the external fabric of the house and the internal fittings. It does not cover internal decorations, although it may comment on the state of these. The Diocesan Surveyor will draw up a specification for any necessary work and obtain competitive tenders. The result of these tenders will be reported to the Property Committee for its approval or recommendations. When approval is granted, a copy of the schedule of works will be sent to the occupier for his/her information and a programme for the work agreed. The Surveyor may mention possible desirable improvements but this does not mean that these will be undertaken; they are no more than suggestions for the Property Committee to consider.

The Estates Department is always interested to hear comments regarding contractors' work. Occupants may wish to recommend local contractors for inclusion on the tender list. The Diocesan Surveyor should be notified of any such preference at the time the survey is carried out.

Any complaints about the standard of workmanship should be notified to the Diocesan Surveyor at the time the work is carried out.

Any major structural problems should be notified to the Estates Department as soon as they occur as it may, in some circumstances, be advisable to bring forward a quinquennial inspection. Similarly in certain situations a quinquennial may be deferred, for example, if an appointment is pending or further investigation of structural problems is required.

Ingoing works

When a vacancy occurs the Archdeacon and the Estates Secretary will arrange a meeting with a churchwarden for a routine inspection of the parsonage house to establish what repairs are necessary. Decoration grants are available at a change of incumbency (see paragraph 9). In exceptional circumstances a higher figure might be negotiated.

It is essential that a new occupier arranges to take over responsibility for the gas, electricity and telephone charges on the day he/she moves in. The Property Department needs to be advised of the date of occupation as soon as it is known so that the relevant council tax authority can be informed. It also needs to know the number of adults who will be living in the house as this affects the level of council

tax payable.

It should be noted that although a telephone line is normally available, the occupier is responsible for the line rental and any other charges in connection with the telephone installation. The Property Committee does not provide additional lines, points or equipment.

Emergency work

Emergency works are those which must be carried out within 48 hours, i.e. blocked drains, gas leaks, reglazing and resealing property after break-ins, leaking pipes and water penetration. Where possible the Estates Department should be informed of the problem and its instructions and advice sought before work is carried out, and in any case as soon as the office has re-opened after a holiday or weekend. The Surveyor's office, Messrs Rumball Sedgwick, is sometimes open at times when the Diocesan Office is closed, e.g. between Christmas and the New Year.

Heating/Boiler Servicing

Because of the Gas Regulations the Committee has responsibility for gas checks and boiler servicing in all parsonage houses and houses owned by the Diocesan Board of Finance occupied by sector clergy. Boiler servicing and gas checks will be carried out annually by authorised contractors appointed by the Committee and occupants will be contacted direct by contractors in order that arrangements can be made for the work to be done. Although not required by regulation, oil fired boilers are also checked.

In winter, or unseasonable cold snaps, it is essential that houses are adequately heated and particularly when they are unoccupied. Water should be turned off at the mains during holiday periods at all times of the year. If you are in any doubt please contact the Estates Department. Claims for water damage to house or contents may not be accepted by the insurance company if this procedure is not followed.

Improvement works

Financial Pressures on the Property Committee funds mean that improvements are carried out on a strict basis of priority from a waiting list. Normally, items are added to the waiting list as a result of the Surveyor's quinquennial inspection. Any requirements should be discussed with the Estates Secretary.

Security Policy

The Property Committee has a security policy which recognizes that parsonage houses are often at greater risk than other properties and which aims to make occupants feel safe without turning their houses into fortresses.

Security measures are reviewed at each quinquennial inspection to ensure: -

- i) All windows have window locks.
- ii) Glazed porches and external doors have toughened glass.
- iii) There is adequate security lighting.
- iv) The front door has a chain and, where, necessary, a spy hole.

As funds are limited, the Property Committee cannot meet the whole cost of installing intruder alarms. It is able, though, to contribute where a grant from Marshall's Charity can be secured and if the PCC is willing to meet half the remaining cost. Once installed, the PCC becomes responsible for the annual maintenance charge, throughout successive incumbencies, and will also be responsible for the cost of removing the system should it cease to function properly.

Electrical installations

A full electrical survey is normally carried out every ten years, i.e. at every other quinquennial inspection. If occupants have any particular worries they should contact the Estates Department. Occupants are responsible for installing and maintaining their own T.V. aerials.

Grants for redecoration and removals

The level of grants for decorating materials during a vacancy in this Diocese is £500 but this is increased to £1000 when the parsonage has been let. In addition clergy in parsonage houses and occupants of the Board's corporate property in sector ministry are invited to apply annually for a decorating grant for materials. Clergy are encouraged to carry out a rolling programme of internal decorations so that approximately two rooms are done each year. Grants are paid on receipt of invoices. Clergy removal expenses are also paid by the Board of Finance. Three estimates for removal are required by the Board with the lowest normally being accepted. Removal contractors can either be paid direct from the Diocesan Office, or clergy can be reimbursed if they pay the bill. All clergy receive a resettlement grant when they are due to move into official "church" houses. Resettlement grants are specifically to help with the cost of providing carpets, curtains and incidental expenses incurred in the move. The Board of Finance is responsible for paying council tax on "official" clergy houses and water/sewage rates on all parsonage houses and houses in the Board's corporate ownership. The PCC is responsible for water rates in respect of curates' housing.

Carpet Fitting

The Property Committee is concerned that where fitted carpets are fitted to wood block floors or to floors with a vinyl tile covering, the floor surface should not be damaged by the method of fixing the gripper edging strip.

If it is intended to have wall to wall carpet fitted to such a floor where the edging strip is not already in place, it is necessary to ensure that the edging strip is fitted by drilling, rawlplugging the holes and screwing. In this way the floors will not be damaged if a future family does not wish to have fitted carpets, since the screws can be easily removed and the small holes discreetly filled.

Trees and garden works

The Property Committee is not responsible for garden works and occupiers are encouraged to keep their gardens in good order. Where trees threaten the structure of buildings or overhang public highways the Committee may meet all or part of the cost of the necessary pruning works or the cost of felling. Please contact the Estates Department for advice.

The Property Committee is not responsible for hedges, pruning of fruit trees or routine garden maintenance. Any trees which are planted by the occupant should be carefully sited and not in a position which is likely to threaten the structure of any building, wall or path. A local garden centre may be able to recommend trees and shrubs which are appropriate for the size of garden. Vines and creepers should not be planted against buildings.

In some areas prior approval for works to trees from the local authority is required. If so, no work should be undertaken without proper consent. Occupants are responsible for ensuring that all regulations are followed and are advised to consult the local arborist before undertaking any work to trees, particularly in Conservation Areas.

Insurance

All parsonage houses are insured for their replacement value under a block policy held with the Ecclesiastical Insurance Group. Occupants are responsible for their own contents insurance and for occupant's liability and are strongly advised to ensure their cover is adequate. Advice can be obtained from the EIG who run a special contents insurance scheme for the clergy. Please note that should additional security precautions be required because of the nature or value of the contents, the occupant will be expected to fund them.

All claims on the building insurance should be submitted through the Estates

Department and the following procedures should be observed:

The Insurance Company will expect two estimates for any repairs for which a claim is to be made, with the exception of urgent works which are required to make the property secure in the short term, i.e. overnight.

Only claims for the replacement of existing fittings are acceptable, for example damaged locks should be replaced as existing and any improvement clearly itemised on the invoice. The EIG is not responsible for the payment of invoices relating to improved security. Malicious damage and break-ins should be reported to the police and the Estates Department informed of the station notified, the time and date of the incident and its circumstances.

[Vacation of Parsonage Houses](#)

On leaving a property the occupant should ensure that the following procedures are followed:

- a. Gas and electricity meters are read and readings submitted to the appropriate authority and bills for supplies up until departure paid. The telephone company should also be informed and arrangements made for the payment of outstanding charges. The telephone should be diverted where possible and NOT be disconnected and the number should be retained unchanged. Alternatively, an answering machine may be used. Gas, electricity and telephones should also be transferred to the name of the churchwardens and there are special arrangements for the payment of all these charges under the vacancy procedures. (see 'e' below).
- b. During the winter months (October to the end of March) the house should be heated to a minimum temperature of 6°c with the heating control set on constant or the heating and water systems drained down. Please contact the Estates Department for advice and instructions.
- c. The Estates Department needs to know the date when the house is expected to become empty because the relevant council tax authorities need to be notified and the Board of Finance can benefit from council tax exemption during the time the house is vacant.
- d. The house should be left clean and empty of all rubbish and all personal possessions either wanted or unwanted.
- e. During a vacancy the churchwardens are responsible for security and general caretaking in the parsonage house. They will normally be sent a letter from the Bishop in advance of a vacancy, advising what their responsibilities

are in this regard. The text of the advice is reproduced at Handbook Section F6. Day to day household expenses - the cost of gas, oil, electricity, telephone standing charges, chimney sweeping and garden upkeep - should be charged to the vacancy account.

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April 2006

ACQUISITION, DISPOSAL AND LEASING OF TRUST PROPERTY BY PAROCHIAL CHURCH COUNCILS, INCUMBENTS AND CHURCHWARDENS

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[What is meant by 'Trust Property'?](#)

Any property which is held for ecclesiastical and charitable purposes in a parish. Examples include parish halls, curates' houses and other PCC land or buildings. Monetary Trusts are dealt with in Section G10 (2a). Church Schools are similarly held in trust for educational and charitable purposes and are also dealt with in Section G10 (2b).

[Who owns trust property?](#)

In simple terms, the Diocesan Board of Finance owns all Trust Properties, but this does not mean that it has overall control of them.

The property must legally be vested in the Diocesan Board of Finance (acting as **Custodian Trustee**) which retains the Title Deeds and holds the property in trust for the PCC and in some cases, for the incumbent and churchwardens. The **PCC** or the **incumbent and churchwardens** have day-to-day control of the property for the purposes of the trust (as **Managing Trustee**). The statutes which define this relationship are the Parochial Church Councils (Powers) Measure 1956 and the Incumbents and Churchwardens (Trusts) Measure 1964. In the rest of this paper, the references to a PCC also apply to an incumbent and churchwardens, where they are the managing trustees of a trust property.

Who can buy or sell the property?

The managing trustees (the PCC) will take the decision that a sale or purchase is a sensible way forward: this is most usually a resolution passed at a PCC meeting, a copy of which should be sent to the Diocesan Office. The PCC should check with the Office, to make sure there is power under charity law to make the transaction. The Managing Trustees then need to comply with the procedure for a transaction involving a charity property (The Charity Commissioners publish a very helpful booklet explaining this in detail: *Disposing of Charity Land CC28*). The Board of Finance, as Custodian Trustee, must ensure that the transaction is being carried out in the best interests of the Trust and on the best available terms. The legal documentation will need to be approved by the Board's Solicitor on behalf of the Board, which is one of the parties in the transaction. Any proceeds are held for the purposes of the Trust and the involvement of the Board does not mean the proceeds suddenly become available for the Board's own purposes or, for that matter, those of the PCC or the incumbent and churchwardens!

Do the Charity Commissioners need to be involved?

In many cases, the Charity Commissioners do not need to be involved, provided the transaction meets the requirements of the Charities Act 1993 (especially Section 36 of the Act), or other relevant legislation. Broadly, these requirements are that the Trustees must have power to make the transaction, that it must be in the best interests of the charity and that it must be on the best obtainable terms - as tested by open advertising, obtaining planning permission, etc. However, the Charity Commissioners may need to be involved if there is a reason why these requirements cannot be met, for example because the Trustees want to sell a property for less than market value, or because the trust deed does not say how sale proceeds are to be used. Advice on this can be obtained from the Diocesan Office, where the deeds to the property will normally be held.

How does a PCC go about selling a property?

1. The PCC should pass a resolution to sell, and a copy of this should be sent to the Diocesan Office. It should also decide what powers (in agreeing a sale etc.) can be delegated to the PCC Standing Committee.
2. It should approach the Diocesan Office for information about the trusts on which the property is held and any special procedures which may arise in a particular case.
3. It should appoint a suitable surveyor (a member of RICS) and solicitor to act for the PCC. Both need to be aware of the procedures to be followed in

dealing with a charity property. The Board's Solicitor, and where necessary the Board Surveyor, always act for the Board and are also willing to act for PCCs. All fees are payable by the PCC. At an early stage the Board will arrange for the Title Deeds to be sent to its solicitor. Where another solicitor acts for the PCC, the Board's solicitor must approve the legal documentation needed for the transaction and will charge for this work.

4. Obtain an initial report on the property, from the appointed surveyor with advice on its value, the best method of sale and whether an application should be made for planning permission for alternative use or development (which could affect the value of the property). This initial report should be referred to the Board, which will consider it as quickly as possible.

5. It must instruct the surveyor to market the property on the agreed basis and obtain from him a report recommending sale, once he and the PCC are satisfied that the best available offer has been obtained. The matter should then be referred back to the Board, together with a copy of the report recommending sale, for its consent.

[What about letting a property?](#)

(a) [Church Halls](#)

The Board does not need to be involved in the casual hiring of a church hall. However, PCCs are urged to ensure that a written agreement is in place for each hall user, setting out the basis of the arrangement and the responsibilities of the user. Examples of hall hiring agreements and advice on avoiding lettings to inappropriate organisations can be obtained from the Diocesan Office.

Where it is proposed to let the hall to a single user, and in all cases where a lease for more than 12 months is envisaged, the Board must be involved as for a sale, and a similar procedure applies.

In some cases, a licence is granted to enable an organisation such as a scout group or musical society to use a building which the organisation itself has erected on land owned by the PCC. The Board's solicitor can advise on a suitable form of agreement in these circumstances.

(b) [Curates' Houses](#)

Usually, the letting will be to an assistant curate or lay worker on a rent-free basis. A standard form of agreement for this purpose can be found at Section D3 of the Handbook, or obtained from the Diocesan Office.

For any other letting of a curate's house, PCCs are advised to seek professional advice and to ensure that an Assured Shorthold tenancy agreement is drawn up, even if the letting is to be a temporary arrangement involving someone known to the PCC. The protection of a formal agreement is needed to ensure that the property can be made available when it is needed again for a curate. The Board of Finance will usually be a party to the tenancy agreement.

Buying a Property

Many of the same considerations apply as for a sale. After initial consultations with the Diocesan Office, the PCC will need to obtain a report from its surveyor, together with his recommendation that the purchase is a wise one. The Board will need to give its consent and instruct its solicitor to draw up the legal documents or, if the PCC has its own appointed solicitor, to approve the documents. All property acquired by the PCC must legally be vested in the Board of Finance.

(a) Funding

It is helpful to discuss the proposed funding arrangements for a purchase as early as possible, especially where the sale of another property is involved or where a mortgage or loan may be needed.

The Church Commissioners offer a value-linked loan scheme for the provision of housing for assistant parochial staff and details are available from the Diocesan Office. Parishes should be aware of their obligations under the scheme and should consider carefully the basis on which loans are offered.

The Board is sometimes able to approve the charging to a bank or building society of property held on parochial trusts on terms to be approved by the Board's advisers. If a bank or building society suggests that it will require personal guarantors of any advance, it should be informed that the Board is not prepared to permit a mortgage to be taken on that basis. The position can be explained in more detail by the Board, if that seems necessary. The Board is unfortunately not able to guarantee the borrowing requirements of PCCs in any other way.

(b) Gifts

Occasionally a PCC may be offered the gift of a property, either a house or, for example, land used as a church car park. Such gifts are very much to be welcomed, but it is important that the PCC is clear about the terms on which they are offered and that the matter has been discussed with the Board and its advisers. As with other matters, the Board's solicitor will need to approve all documents.

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September 2004

ASSISTANT CURATES' HOUSES

[Housing allowance](#)

[Specimen form of agreement for letting by a PCC to an assistant curate](#)

It is the PCC's responsibility to provide accommodation free of charge for stipendiary assistant curates and stipendiary accredited lay ministers.

The PCC is responsible for payment of the water rate, buildings insurance, repairs, external decorations and all existing and future rates and taxes payable in respect of the property and the annual statutory gas safety check (but not the Council Tax, which is paid by the Diocesan Board of Finance except for a few cases where the occupant is a PCC appointment).

It is recommended that, at the least, the property should be semi-detached and have three bedrooms, two separate reception rooms, a downstairs wc and a garage or off-street parking, although it is recognised that it may not be possible, or absolutely necessary, to meet all of these criteria in every case.

The Church Commissioners offer value linked loans to a maximum of £50,000 to assist with the purchase of houses for full time stipendiary assistant curates and accredited lay ministers. Application forms can be obtained from the Diocesan Secretary who will be pleased to provide further information about this scheme.

Where an assistant curate or accredited lay minister, by agreement with the incumbent and the PCC, occupies his or her own accommodation, a [housing allowance](#) should be paid and the amount agreed before the appointment commences. In the case of a curate or licensed lay worker married to a priest who occupies an official residence, or who enjoys comparable free accommodation or its equivalent from a source other than the Church, an allowance would not be payable. In all other cases it is equitable that an allowance should be paid. Thus it should be paid to a curate or licensed lay worker whose spouse is in a secular job and is providing the home (rented or otherwise) from his/her own resources. In all such cases (unless the recipient is prepared to waive all or part of the due sum) the allowance should be calculated in accordance with the recommendations in these guidelines. In calculating the appropriate gross level of housing allowance, PCCs will need to remember that the allowance is subject to deductions for tax and national insurance, and that curates living in their own houses do not enjoy the same tax-free concession in respect of expenditure on heating, lighting, cleaning and garden upkeep as those living in 'official' houses.

There is no set formula for determining the amount of a housing allowance and each case should be considered on its merits. The Board of Finance recommends that, in general, a housing allowance is based on what the Local Authority would charge by way of rent and water rate for the type of property which would normally be provided for the job in question, grossed-up for tax and national insurance. However, this is a matter for the PCC to decide.

Housing allowance should be paid with the stipend so that tax is deducted at source. The Diocesan Office will make the necessary arrangements with the Church Commissioners and it is essential for the PCC treasurer to inform the stipends section in the Diocesan Office of the amount to be paid and to arrange for the PCC to reimburse the Board of Finance on a monthly basis.

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ASSISTANT CURATES' HOUSES

[Specimen form of agreement](#) for letting by a PCC to an assistant curate

AN AGREEMENT made the _____ day of _____ 20____
BETWEEN THE PAROCHIAL CHURCH COUNCIL OF THE ECCLESIASTICAL PARISH OF
_____ in the County of
_____ and in the Diocese of St. Albans
(hereinafter referred to as 'the Council') of the one part and THE
REVEREND _____ of
_____ Clerk in Holy Orders and Assistant Curate
of the said parish of _____ (hereinafter referred to as
'the Curate') of the other part.

WHEREAS the premises known as
_____ (hereinafter
referred to as 'the premises') are held for and on behalf of the Council as (inter alia)

a residence for an assistant curate in the said Parish

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. SUBJECT to the provisions of Ground 5 of Part 1 of Schedule 2 of the Housing Act 1988 the Council in right of its interest in the premises hereby gives licence and authority for the Curate to occupy and use during the continuance of this Agreement ALL THAT piece of land with the dwellinghouse erected thereon and known as _____ in the County of _____.

2. THIS Agreement shall commence as from the _____ day of _____ 20____ and shall continue until either the Curate shall cease to be Assistant Curate of the said parish or this Agreement shall be determined in manner hereinafter appearing.

3. THE Curate hereby agrees with the Council as follows:

(a) To keep the interior of the premises including all fixtures and fittings therein the doors windows and sanitary and water apparatus thereof in good tenantable repair and condition and in such repair and condition (reasonable wear and tear and damage by fire excepted) to deliver up the same to the Council at the expiration of this Agreement.

(b) Not to cut or damage the main walls and structure of the premises nor make any alteration or addition thereto.

(c) To keep the garden of the said dwelling house clean and tidy.

(d) To permit the Council or its agents and with or without workmen and others at all reasonable times to enter upon the premises and examine the condition thereof and also to do such works and things as may be required for the maintenance and repair thereof.

(e) To use the whole of the premises for private residential purposes only.

(f) Not to assign underlet or part with the possession of the premises.

(g) Not to do or permit anything to be done which may make void or voidable any policy for the insurance of the premises against fire or which may cause an increased premium to be payable for such insurance.

4. THE Council hereby agrees with the Curate to pay the water rates payable in respect of the premises.

5. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:

(a) That either the Council or the Curate may terminate this Agreement at the end of any month by either party giving to the other on or before the last day of the immediately preceding month notice in writing to that effect.

(b) That the premises are to be occupied and used by the Curate for the purpose of the more efficient performance of the Curate's duties as such Assistant Curate as aforesaid and on the determination of the Curate's appointment this Agreement shall also determine forthwith.

(c) Nothing herein contained shall create the relationship of Landlord and Tenant between the parties hereto

AS WITNESS the hands of

_____ the Chairman presiding

at the meeting of the Council at which this Agreement is signed

_____ and

_____ two other members of the Council present at such meeting and the hand of the Curate the day and year first before written.

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D4a

FORM OF CHURCH HALL LETTING AGREEMENT

[Sample form of agreement](#)

[Sample Form of Contract](#)

1. [Sample form of agreement](#)

[.....] Church, [.....]

Hall Bookings
Address: -

Dear.....

Thank you for your recent enquiry. We are pleased to inform you that your application for hiring the Hall or part, as set out below, has been successful.

Confirmation of Details

Application made by:

Address:

.....

Telephone Number:

Name of Group/Club/Society that you represent:

.....

Date and Time of Application:

Date: **Time - From:** **To:**

What is the Hall/Room intended to be used for?.....

.....

Will the following be required? (complete as applicable)

Hall	Yes/No
Kitchen	Yes/No
Cutlery and Crockery	Yes/No
Room(s)	Yes/No

Hire Charges:

Hall	£	per hour
Room(s)	£	Per hour
Hall & Room(s)	£	per hour
Kitchen	£	per hour

Cost of Booking:

N.B. Alcohol may be served (but not sold)/may not be served or sold on the premises. If any of the details above are incorrect please let us know as soon as possible. Please read the attached terms and conditions and then sign and return the contract as acceptance of the booking along with full payment for the booking plus the returnable deposit . The deposit will be returned if appropriate.

Yours

Bookings Secretary

PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE MAKING A BOOKING.

[.....] Church Hall

TERMS AND CONDITIONS OF USE

1. The User

In these Terms and Conditions the term "the user" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

2. Deposit

The user must pay a minimum deposit of [] at the time of booking or at the time of receiving notification that the application has been accepted. Payment of an agreed deposit by regular users also applies.

After the agreed booking, the deposit will be returned to the user less the amount of any unpaid fees and any compensation for damage or breach of any of these conditions.

3. Cancellation

The user or the Parochial Church Council (PCC) can cancel the booking not less than [] weeks before the booking date. For regular users [] month's notice is required by either party. Full refund of all advance deposits and fees will be made in the event of cancellation.

There will be no deposit returned if cancellation is less than [] weeks before the reserved date.

4. Hiring Fees

(a) The fees should be paid to the Bookings Secretary not less than [] weeks before the date of use or by monthly, quarter or annual payments, in advance, as agreed with the Bookings Secretary.

All cheques should be made payable to the: PCC [Church].

(b) The Bookings Secretary will supply details of hiring fees.

5. General Conditions of Use

5.1 Use of Hall (maximum capacity of [] people).

(a) The PCC has an absolute right to refuse a booking.

(b) All bookings must end at [] (Monday-Friday).

All property of the user and its agents must be removed before the end of the period of authorised use. This means the hall must be empty at this time. The PCC may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of the PCC.

(c) [There will be no party bookings taken for Saturday evenings. Any Saturday daytime bookings must end by []pm.]

(d) Sunday bookings can only be in connection with church activities and such bookings will end by []pm.

(e) The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a reasonable level, having regard for any surrounding residents. Parties with discos or live music groups should keep the main doors closed for this reason. The PCC or its authorised representatives may stop any meeting, entertainment or function, which is not properly conducted.

(f) The user is responsible for the proper conduct of children attending his/her function and shall do his/her best to prevent any child causing an annoyance or inconvenience to other persons. In particular, the user must keep noise made by

children to a reasonable level. [and prevent the use of the area at the front of the Hall]

(g) Children must not be allowed in the Kitchen for safety reasons.

(h) The Hall may not be used for the sale of alcohol.

(i) Where a Music and Dancing Licence and/or a licence from the Performing Rights Society are required or any licence as is necessary to allow the suggested use, the user is responsible for obtaining them and will compensate the PCC for infringement of copyright.

(j) All advertisements and publicity for functions held in the Hall must clearly display the name of the person or organisation holding them.

(k) No nails, screws, bolts etc. may be driven into the walls and fixtures of the Hall; and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the previous consent of the PCC, or its sub-committee responsible for the Hall.

(l) The user is responsible for all damage done to the Hall (and any Fixtures and Fittings and Furniture and any other articles in it) during the period of use, whoever may have caused the damage. All damage and breakages must be entered in the damage book.

(m) The Hirer agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the Hirer's use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the Hirer's use or occupation, then the Hirer shall pay all such additional sums

(n) The Hall must be cleaned and all crockery washed up and put away; and all tables and chairs and other furniture returned to where they are normally stored before the end of the period of use.

Please note that it is the responsibility of the user to remove all rubbish from the Hall, including the surrounding area. If the user fails to observe these conditions the PCC may perform it on behalf of the user and recover the cost from (or when any work is carried out by an employee of the PCC may make a charge to) the user.

(o) The benefit of a booking may not be assigned or transferred (in whole or in part) and the Hall or any part of it may not be used by any person other than the user.

- (p) The PCC does not warrant that the Hall is fit either legally or physically for the suggested use.
- (q) The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.
- (r) The user must ensure that there is minimum of [] competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age.
- (s) The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or Local Magistrates' Court in connection with the event.
- (t) Highly flammable substances are not to be brought into or used in any part of the Hall nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool) to be erected without the consent of the PCC. If electrical appliances are brought to the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
- (u) If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.

5.2 Use of the [] Room(s) (maximum capacity [] people)

- (a) All General Conditions apply.
- (b) Further hiring charges are due for the use of the [] Room
- (s).
 - (c) Unless the use of the [] Room(s) is requested on the application form it will be unavailable during the period of the booking.

6. Child Protection

6.1 The signed current Child Protection policy is posted in the Church and Hall. A copy is reproduced overleaf. Hirers are required to read this and ensure that they have their own Child Protection Policy and procedures that are consistent with these standards.

6.2 The user is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring all necessary Child Protection checks are undertaken. The PCC accepts no responsibility for the user's failure to comply with these requirements.

7. Protection of Vulnerable Adults

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Hall/Room(s).

8. Insurance

The Hall/Room(s) are fully covered for any claims due to negligence on the PCC's part. However, the user must take out its own insurance, to cover any other claims which

may arise in relation to its use of the Hall/Room(s).

9. Disclaimer

The PCC, its agents and servants shall not be liable to the user or to any person using or entering the Hall/Room(s) for personal injury or for damage to, loss or theft of any property brought into the Hall/Room(s), however it may be caused. The user shall indemnify the PCC, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

10. Parking

- (a) **ALL** vehicles are parked at owner's risk. The PCC are under no liability to insure against loss, theft or damage to vehicles.
- (b) Users and those authorised by them may use [] for parking.
- (c) The Emergency accesses must not be obstructed at any time and must be kept free for emergency services.

11. Fire and Emergencies

- (a) The user is responsible for calling the Fire Brigade to any outbreak of fire however slight and for reporting this immediately to the Emergency telephone number below.
- (b) The user must ensure that all exits, emergency exits and fire appliances are free from obstruction and available for use at all times during the period of use.
- (c) **There is a public telephone []**.

12. Emergencies and Enquiries

Please ring [].

13. Rights of Access of PCC

The members of the PCC and any persons authorised by them shall have the right to enter any part of the Hall/Room(s) at all times during the period of use.

14. Additional terms and conditions to be taken into account (if any) are detailed below:

2. [Sample Form of Contract](#)

[] Church, []

Hall Booking **Contract**

Booking to commence on:

I/We have read the terms and conditions, including extended terms and conditions, for the use of the Hall/Room(s) and agree to abide by them.

Signature: Date:

Please print name:

On behalf of (Organisation):

Please return with a deposit of £ (pounds only).

Cheques to be made payable to: PCC of [].

When completed please return to:

The Bookings Secretary

Address:

.....
.....

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January 2008

CHURCH HALLS

[Lettings](#)

[Licensing](#)

[Food Safety](#)

[Use of church halls for village hall and other charitable purposes](#)

A number of guidance documents are available on matters concerning church halls. Please contact the Diocesan Office, except when another contact point is indicated: -

[Lettings:](#)

- [Sample letting agreements](#)

A sample hiring agreement is available as an Annex to this Handbook section. For further information and alternative pro-forma hiring agreements, please contact the Diocesan Registrar, Tel 01727 865765

- [Guidelines for the Letting of Church Premises](#) [July 1995]

[to prevent lettings being made to extremist groups]

- [Church Halls and the Race Relations Act](#) [December 1996]

[to prevent discrimination in lettings policies]

NOTE that letting policies must comply with the **Equality Act 2006** concerning discrimination on any ground. The documents mentioned above are all available as Annexes to this Handbook section.

Other matters:

- [The Licensing Act 2003](#) [Handbook Section H12]

Diocesan guide to the new licensing provisions covering public entertainment, sale of alcohol and occasional events.

- [Food Safety](#)

www.food.gov.uk is the site for the Food Standards Agency and has details of the new legislation concerning traceability (keeping records of suppliers) and guidance on the existing legislation

www.womens-institute.org.uk has a section on the implications of the new traceability legislation and also food Handling Guidelines.

- www.communitymatters.org.uk is the website of the National Confederation of Community Organisations and has downloadable Information Sheets on a range of matters including No. 11: Food Safety and Food Hygiene. There is a small fee for non-members.
- [Use of Church Halls for Village Hall and other Charitable Purposes](#) (CC18) [July 2001]

Charity Commission guide.

Contact: 0870-333-0123 or www.charity-commission.gov.uk/publications

- [ACRE](#) (Action for Communities in Rural England)

Produces a range of publications including several on halls and a sample letting agreement.

Contact: www.acre.org.uk or Tel: 01285 653477

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September 2007

CORPORATE PROPERTIES OF THE DIOCESAN BOARD OF FINANCE

The Board's corporate properties fall into several distinct groups. The first consists of properties which are let commercially. For example, part of 41 Holywell Hill is let to Claytons where the Diocesan Registrar works.

Second, Holywell Lodge (the Diocesan Office) including the Resources Centre is part of the Board's corporate property.

A third group of properties consists of a small number of houses which are used by various PCCs to accommodate parish curates. No rent is paid but the PCCs pay for all outgoings on these houses other than the buildings insurance, which is paid for by the Board.

The last group of properties consists of houses which are used to accommodate the non-parochial clergy: the suffragan bishops, the archdeacons and most of the sector ministry personnel. The cost of running these houses is charged to the Ministry Account.

All properties in the Board's corporate ownership are subject to the same routine of quinquennial inspections by the Diocesan Surveyor as parsonage houses.

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April 2006