



# Clergy Terms of Service

# Clergy housing

Your statement of particulars of office will tell you whether or not you are entitled to the provision of a house or other accommodation in relation to your office and by following the link below you will be able to view the terms and conditions relating to the licence upon which you occupy the house or other accommodation that is provided for you.

The accommodation is provided in relation to the office that you hold and also to assist you in the better performance of the duties relating to that office.

The changes resulting from the introduction of common tenure do not affect the terms upon which incumbents occupy their benefice house, whether or not the incumbent chooses to transfer to common tenure. The terms of occupation of all incumbents, whether freeholders or on common tenure, will continue to be governed by the Repair of benefice Buildings Measure and details may be viewed via the appropriate link.

The terms of occupation for priests in charge and other clergy occupying a benefice house differ from those applying to clergy living in a house owned by the Lincoln Diocesan Trust and Board of Finance because of the statutory obligations which apply in relation to benefice houses but will otherwise be subject to the same terms and conditions that apply to clergy occupying a house owned by the Lincoln Diocesan Trust and Board of Finance.

Some clergy will live in accommodation provided by a trust or by another third party. The rights and obligations relating to the property will depend upon the terms upon which the property is made available by the relevant trust or third party for the occupation of the clergy. The terms and conditions will vary in each individual case and the details will be set out in the statement of particulars of office for the clergy person concerned.

***Clergy living in a house owned and provided by the Lincoln Diocesan Trust & Board of Finance Limited (Link)***

***A benefice house occupied by an incumbent on Common Tenure (Link)***

***Clergy other than an incumbent occupying a benefice house (Link)***

## **Clergy living in a house owned and provided by the Lincoln Diocesan Trust & Board of Finance Limited**

The duties of the Lincoln Diocesan Trust & Board of Finance Limited ("the Trust") in relation to the property are set out in Regulation 12 of the Ecclesiastical Offices (Terms of Service) Regulations 2009 ("the Regulations"). Those obligations are:-

- (a) To keep the property in repair.
- (b) To arrange for a qualified surveyor (within the meaning of Section 7(6)(b) of the Ecclesiastical Offices (Terms of Service) Measure 2009 ("the Measure")) to inspect the property at least every five years and, in the case of a new building, as soon as possible after the building is provided, and for a report to be submitted to the Trust

describing the state and condition of the property, including the state and condition of the interior, and the grounds and of any contents of the property provided by the Trust.

- (c) To send a copy of the surveyor's report to the office holder and, after consulting the office holder, to carry out within a reasonable time any repairs recommended in the report which appear to the Trust to be appropriate.
  - (d) To pay the Council Tax.
  - (e) To insure the property against all such risks as are included in the usual form household owner's policy relating to buildings.
  - (f) To undertake such works of repair and replacement as are needed
    - (1) to keep in repair the structure and exterior of the buildings of the property, including doors, windows, drains, gutters and external pipes;
    - (2) to keep in repair all walls, fences, gates, drives and drains of the property other than those which some person other than the office holder is wholly liable to repair; and
    - (3) to keep in repair and proper working order
      - (i) the installations in the property for the supply of water, gas and electricity, and for sanitation, including basins, sinks, baths and sanitary conveniences
      - (ii) the installations in the property for space heating or water heating and
      - (iii) any fixtures, fittings and appliances in the property (other than those mentioned above) provided by the Trust
- including works of interior decoration necessitated in consequence of the works mentioned above.

In determining the standard of repair appropriate to any building the Trust shall have regard to the age, character and prospective life of the building and, in particular, where the building is listed under Section 1 of the Planning (Listed Buildings and Conservation Areas) Act 1990 or is in a conservation area, to the special architectural or historical interest of the building.

The property includes any land or other buildings which form part of it ancillary to the house of residence or other accommodation provided by the Trust.

The Trust and its officers and agents may enter the property that has been provided as a house of residence or any other accommodation provided for the clergy person on first giving, except in an emergency, reasonable notice, to inspect or carry out repairs to the property or to inspect, repair, replace or remove any contents of the property which have been provided by the Trust or for such other reasonable purpose as is consistent with the powers and obligations of the Trust.

The duties of the office holder are set out in Regulation 14 and are as follows:-

- (a) To permit the Trust, its officers or agents to enter the property in exercise of the Trust's rights referred to above.

- (b) To use all reasonable endeavours to keep the property and any contents of the property provided by the Trust, clean and free from deterioration, with the exception of fair wear and tear, and to keep any garden or other grounds belonging to the property in a reasonable state of upkeep.
- (c) To notify the Trust of any works of repair that may from time to time be needed to the property as soon as reasonably practicable after the office holder becomes aware of them.
- (d) If required to do so by the Trust, to the extent that it is not recoverable under any insurance policy, to pay the whole or part of the reasonable cost of any repairs to the property which a report of a qualified surveyor as mentioned in Regulation 12(1)(b) of the Measure authorised by the Trust specified to be necessary as a result of damage caused or aggravated by the deliberate act of the office holder or a member of the office holders household residing with him or her or by a breach of the office holders obligations in relation to the property.
- (e) Not to use the property except as a private residence for the office holder and his or her household and for such other purposes as may be agreed by the Trust which agreement shall not be unreasonably withheld.
- (f) Not to make any repairs, alternations or additions to the property without the consent of the Trust.
- (g) Where the property is held on a lease, to observe any term, condition or covenant binding the tenant under the lease and, in any case, to indemnify the Trust in respect of any breach by the office holder or by any member of the office holders household living in the property of any term, condition or covenant binding on the occupier and
- (h) To vacate the property within the period of one month from the date on which the office holder ceases to hold the office or on which he or she takes up a new office, whichever is the sooner or within such longer period as the Trust may allow and to leave the property clean and tidy and clear of all personal possessions belonging to the office holder or any member of his or her household residing in the property.

If any office holder dies whilst occupying the property any member of his or her household living in the property at that time may remain in occupation for the period of three months from the date of the office holder's death or such longer period as the Trust may allow and any such person shall, for the duration of his or her occupation, be subject to the same obligations, so far as relevant as was the office holder.

The office holder shall keep the Trust informed of matters arising from any notice given to him or her by a Government department, local or other public authority, public utility undertaker or, in the case of property held on a lease or tenancy, the landlord of the property; and the Trust shall, unless it agrees otherwise with the office holder, advise on and undertake negotiations in respect of any such matters.

A photographic schedule of condition will be prepared by the Trust recording the condition of the property at the beginning of the licence. A copy of the schedule of condition will be signed by the Trust and by the office holder and each will be given a copy of the schedule of condition for future reference. If any major works or refurbishments are undertaken during the licence a revised or supplemental schedule of condition will be agreed and signed and the Trust and the office holder will each be given a copy.

In addition to the obligations set out above the office holder will

1. Pay any charges falling due for gas, electricity and any other fuel charges, telecommunications and other services but the Trust will pay the water rates relating to the property including sewerage and other environmental services.
2. Pay to the Trust all reasonable costs and expenses incurred by the Trust in the enforcement of any of the office holder's obligations under this licence.
3. Pay to the Trust the cost of any repairs of mechanical and electrical appliances belonging to the Trust resulting from misuse or neglect by the office holder, a member of the office holder's household or visitors.
4. Clean the chimneys once a year if applicable.
5. Keep all smoke alarms in good working order including replacing batteries where necessary.
6. Replace promptly all broken glass with the same quality glass where the breakage is due to the office holder, a member of the office holder's family or visitors
7. Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the property that may be caused by frost.
8. Replace all electric light bulbs, fluorescent tubes and fuses.
9. Take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
10. Take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.
11. Take all reasonable measures to clear or pay for the clearance of any blockage or overflow if any occurs in any of the drains, gutters, downpipes, sinks, toilets or waste pipes which serve the property if the blockage was caused by the neglect or misuse by the office holder, a member of his or her household or any visitors.
12. Take all reasonable precautions to prevent infestation of the property and to pay for the eradication of any infestation caused by the neglect of the office holder, a member of his or her household or visitors.
13. Not do or fail to do anything which leads to the policy of insurance on the property or the fixtures and fittings not covering any part of the losses otherwise covered by the policy and pay to the Trust all reasonable sums paid by the Trust for any increase in the insurance premium for the policy and all necessary expenses incurred as a result of a failure by the office holder, a member of his or her household or visitors to comply with this provision.
14. Inform the Trust of any loss or damage to the property or fixtures or fittings within a reasonable time of the damage coming to the office holder's attention.
15. Insure his or her contents and belongings at the property and for the avoidance of doubt the Trust shall not be obliged to insure any property belonging to the office holder.
16. Not use the property in a way which causes a nuisance, annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of that property. This includes any nuisance caused by noise.

17. Not erect or place any aerial, satellite dish, notice, cable equipment, advertisements, sign or board on or in the property without the Trust's consent which will not be unreasonably withheld.
18. Remove or pay for the removal of all rubbish from the property during and at the end of the office holder's occupation.
19. Not take in any lodger or share occupation of the property (except with a member of the office holders' household) without the previous written consent of the Trust which shall not be unreasonably withheld or delayed. If the Trust grants such consent and the amount of any Council Tax or any tax introduced in substitution for it or any water rate is increased in consequence of the presence of the lodger or any other person so sharing possession the office holder shall be responsible for payment of the increase and will reimburse the Trust in respect of that increase immediately on demand.

The Trust shall have the right to require the office holder to move to other accommodation which is reasonably suitable for the purpose of enabling the office holder to perform his or her duties and if the Trust wishes to do so, it shall

- (a) Give to the office holder not less than 2 months notice in writing stating that the Trust wishes the office holder to move to alternative accommodation;
- (b) Pay the cost of a removal van to move the office holder's belongings to the new accommodation;
- (c) Pay such disturbance allowance as the Trust may in its absolute discretion determine having regard to the circumstances; and

the clergy person will occupy the alternative accommodation on the terms and conditions of this Licence which shall be applicable to the housing provided in substitution.

The alternative accommodation may be provided by the Trust or by a housing provider at the request of the Trust.

If there is any dispute about the performance of the respective obligations of the Trust and the office holder regarding this licence or the occupation of the property and it cannot be resolved by the grievance procedures, it shall be referred for arbitration by a single arbiter appointed by agreement between the Trust and the office holder or, failing agreement, by the President of the Royal Institution of Chartered Surveyors and the decision of any arbiter so appointed shall be final.

The terms of occupation of the property by the office holder may, subject to the provisions of Regulations 12 to 14 of the Regulations, be varied by agreement between the Trust and the office holder and, where appropriate, the Statement of Particulars of Office shall be amended to reflect any such variation.

Before carrying out any alternations to the property the Trust will consult with the office holder.

If it is agreed that an incumbent shall occupy a Trust house the principles of the Repair of Benefice Buildings Measure 1972 shall be applied in relation to the incumbent's occupation.

References to the Trust shall be deemed to include a reference to any person or body taking over or exercising the relevant functions of the Trust from time to time.

## **A benefice house occupied by an incumbent on Common Tenure**

The obligations of the Lincoln Diocesan Trust & Board of Finance Limited and of the incumbent are set out in the Repair of Benefice Buildings Measure 1972 (2) which may be viewed at <http://www.churchofengland.org/clergy-office-holders/pastoralandclosedchurches/pastoral/rbbmcode.aspx>

A summary of the main duties and rights of the Trust and the incumbent for the purposes of guidance only are set out on the internet and may be accessed through <http://www.churchofengland.org/clergy-office-holders/pastoralandclosedchurches/pastoral/rbbmcode.aspx>

The freehold of the benefice house will remain vested in the incumbent upon transfer to Common Tenure.

## **Clergy other than an incumbent occupying a benefice house**

The obligations on the office holder and the Lincoln Diocesan Trust and Board of Finance Limited ("the Trust") set out in the Repair of Benefice Buildings Measure 1972 will apply and details may be viewed on the internet and accessed through (insert details of a link?). The office holder shall be bound by and shall observe and perform the obligations placed on an incumbent in relation to the benefice property by that Measure.

A photographic schedule of condition will be prepared by the Trust recording the condition of the property at the beginning of the licence. A copy of the schedule of condition will be signed by the Trust and by the office holder and each will be given a copy of the schedule of condition for future reference. If any major works or refurbishments are undertaken during the licence a revised or supplemental schedule of condition will be agreed and signed and the Trust and the office holder will each be given a copy.

In addition to the obligations set out above the office holder will

1. Pay any charges falling due for gas, electricity and any other fuel charges, telecommunications and other services but the Trust will pay the water rates relating to the property including sewerage and other environmental services.
2. Pay to the Trust all reasonable costs and expenses incurred by the Trust in the enforcement of any of the office holder's obligations under this licence.
3. Pay to the Trust the cost of any repairs of mechanical and electrical appliances belonging to the Trust resulting from misuse or neglect by the office holder, a member of the office holder's household or visitors.
4. Clean the chimneys once a year if applicable.
5. Keep all smoke alarms in good working order including replacing batteries where necessary.
6. Replace promptly all broken glass with the same quality glass where the breakage is due to the office holder, a member of the office holder's family or visitors
7. Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the property that may be caused by frost.
8. Replace all electric light bulbs, fluorescent tubes and fuses.
9. Take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

10. Take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.
11. Take all reasonable measures to clear or pay for the clearance of any blockage or overflow if any occurs in any of the drains, gutters, downpipes, sinks, toilets or waste pipes which serve the property if the blockage was caused by the neglect or misuse by the office holder, a member of his or her household or any visitors.
12. Take all reasonable precautions to prevent infestation of the property and to pay for the eradication of any infestation caused by the neglect of the office holder, a member of his or her household or visitors.
13. Not do or fail to do anything which leads to the policy of insurance on the property or the fixtures and fittings not covering any part of the losses otherwise covered by the policy and pay to the Trust all reasonable sums paid by the Trust for any increase in the insurance premium for the policy and all necessary expenses incurred as a result of a failure by the office holder, a member of his or her household or visitors to comply with this provision.
14. Inform the Trust of any loss or damage to the property or fixtures or fittings within a reasonable time of the damage coming to the office holder's attention.
15. Insure his or her contents and belongings at the property and for the avoidance of doubt the Trust shall not be obliged to insure any property belonging to the office holder.
16. Not use the property in a way which causes a nuisance, annoyance or damage to any neighbouring, adjoining or adjacent property or the owners or occupiers of that property. This includes any nuisance caused by noise.
17. Not erect or place any aerial, satellite dish, notice, cable equipment, advertisements, sign or board on or in the property without the Trust's consent which will not be unreasonably withheld.
18. Remove or pay for the removal of all rubbish from the property during and at the end of the office holder's occupation.
19. Not take in any lodger or share occupation of the property (except with a member of the office holders' household) without the previous written consent of the Trust which shall not be unreasonably withheld or delayed. If the Trust grants such consent and the amount of any Council Tax or any tax introduced in substitution for it or any water rate is increased in consequence of the presence of the lodger or any other person so sharing possession the office holder shall be responsible for payment of the increase and will reimburse the Trust in respect of that increase immediately on demand.
20. Not use the property except as a private residence for the office holder and his or her household or such other purposes as may be agreed by the Trust which agreement shall not be unreasonably withheld.
21. Vacate the property within the period of one month from the date on which the office holder ceases to hold the office or on which he or she takes up a new office, whichever is sooner or within such longer period as the Trust may allow and leave the property clean and tidy and clear of all personal possessions belonging to the office holder or any members of his or her household residing in the property.

22. If any office holder dies whilst occupying the property, any member of his or her household living in the property at that time may remain in occupation for the period of three months from the date of the office holders death or such longer period as the Trust may allow and any such person shall for the duration of his or her occupation, be subject to the same obligations, so far as relevant, as applied to the office holder.

The Trust shall have the right to require the office holder to move to other accommodation which is reasonably suitable for the purpose of enabling the office holder to perform his or her duties and if the Trust wishes to do so, it shall:-

- (a) Give to the office holder not less than 2 months notice in writing stating that the Trust wishes the office holder to move to alternative accommodation;
- (b) Pay the cost of a removal van to move the office holder's belongings to the new accommodation;
- (c) Pay such disturbance allowance as the Trust may in its absolute discretion determine having regard to the circumstances; and

the clergy person will (unless otherwise notified in writing by the Trust) occupy the alternative accommodation on the terms and conditions of this Licence which shall be applicable to the housing provided in substitution.

The alternative accommodation may be provided by the Trust or by a housing provider at the request of the Trust.

If there is any dispute about the performance of the respective obligations of the Trust and the office holder regarding this licence or the occupation of the property and it cannot be resolved by the grievance procedures, it shall be referred for arbitration by a single arbiter appointed by agreement between the Trust and the office holder or, failing agreement, by the President of the Royal Institution of Chartered Surveyors and the decision of any arbiter so appointed shall be final.

The terms of occupation of the property by the office holder may be varied by agreement between the Trust and the office holder and, where appropriate, the Statement of Particulars of Office shall be amended to reflect any such variation.

Before carrying out any alternations to the property the Trust will consult with the office holder.

References to the Trust shall be deemed to include a reference to any person or body taking over or exercising the relevant functions of the Trust from time to time.

*Issued on 31 January 2011*