



DIOCESE OF LINCOLN

Guide to Living in a Diocesan Maintained Property



Forward by the Diocesan Surveyor

We would like to welcome you to your new home and take this opportunity to tell you about the property department, the policies, procedures and people that you will need to know.

Our aim is to provide a good standard of accommodation for those who live and work in our property and to maintain the housing stock that we have for the benefit of current and future generations.

There is a programme of works to bring all the current housing stock up to a good modern standard. We recognise that not all of the work can be done immediately with the resources available, and this will take several years to achieve as there is still a considerable amount of repair and improvement works to be done. Therefore, we have to prioritise these works, so please bear with us over this period.

Your occupancy of the property forms part of the terms and conditions of your ministry. This handbook is designed to provide you with the information you will need to know about, and how this works in practice.

The property department is based at Edward King House, Lincoln and details of how and when you can contact us are set out in our contacts page.

We hope that this handbook will be a useful guide and support to you as you live in your home in the diocese. If you have any concerns regarding the house please feel free to contact any one of us in the property team.

With every good wish

Andrew Drummond-Hunt

Diocesan Surveyor

Introducing the Property Department at Edward King House, Lincoln

The house which you occupy is provided by the Diocese and supported by the work of the Property Department who are part of the staff team at Edward King House, Lincoln.

Our aim is to maintain your safety and wellbeing while you occupy the property and to improve the property as appropriate within our available resources.

Please recognise that managing approximately 200 diocesan dwellings is a large and costly task therefore many of the rules in place are to keep the costs to a reasonable level whilst maintaining the property for both yours and your successor's occupation.

It is therefore very important to us that we work in partnership with you to achieve this aim.

Contacting the Property Team

Repairs, moving into or leaving a property and letting queries:

Annie Gash (Properties Officer) **01522 504044** or **annie.gash@lincoln.anglican.org**

Repairs, energy and general enquiries:

Emma Camm (Properties Administrator) **01522 504060**

properties.administrator@lincoln.anglican.org

Planned repairs and alterations: **Diane Goulden** (Properties Technician) **01522**

504040 Mobile **07701 364467** or **diane.goulden@lincoln.anglican.org**

Property management, emergency repairs, planned repairs, alterations and extensions:

Diocesan Surveyor – **Andrew Drummond-Hunt** **01522 504041** Mobile: **07539 229253** or

andrew.drummond-hunt@lincoln.anglican.org

Office hours

The hours when you can speak to the staff directly are: **8.30am to 4.30pm on Mondays to Fridays.**

There is an email address **property@lincoln.anglican.org** to make it easier for you to report any problems you may have with the property outside normal working hours or to inform us if you have had to take emergency action to mitigate any further damage.

Records

The Diocese retains details of occupants together with records relating to maintenance, use and changes of occupation for the purposes of administering the estate.

Emergencies – Please see Appendix D

General Maintenance and Repairs

When you need a repair carrying out, you will need to bear in mind that we are looking after a large number of properties, and we may not be able to attend to your problem immediately. **Emergencies are included in Appendix D** but the following list gives issues that you will need to contact the Property Department about so we can carry out the necessary actions:

- partial loss of electric lighting or power
- partial loss of water supply
- taps which cannot be turned
- rotten floorboards
- blocked WC
- minor works on internal plumbing

- broken external lights
- broken glazing, window frames and locks where there is minimal risk to safety
- footpath defects where there is minimal potential hazard
- storm damage where there is no immediate danger
- minor cracks/leaks to external pipes
- defective wall and ceiling plaster
- broken fire surrounds and hearths
- sanitary ware needing repair or replacement
- roof and chimney defects
- glazing defects
- defective flooring
- defective garage doors or roofs
- fencing and gates
- woodworm and/or dry rot
- gutters and rainwater pipes that need repair, renewal or cleaning
- joinery work
- footpath defects
- improvement works

Terms of Occupation See Appendix A

Alarm systems and security

We take your safety seriously and risk-assess each property individually as to its layout and location. As a result, where appropriate, we install alarm systems and external lighting, as well as any other measures that may be required. If an alarm system is installed and you experience any problems with it is your responsibility to report the issue and the property

department will organise reactive repairs.

It is essential that detectors are not obscured by furniture or items in their immediate vicinity as this may cause false alarms, also they should be kept free from spider webs. If your house has a monitored alarm system then you will be required to have two key holders who can attend with a key to allow the police access in the event of the alarm being activated, the property department will also need to have the names and contact details of any key holders.

Alterations and improvements

No alterations (other than routine domestic redecoration) may be made without the written permission of the Diocesan Surveyor on behalf of the Lincoln Diocesan Trust and Board of Finance Limited (LDTBF) because of possible risks to the safety of the occupants, the soundness of the property and the effect on the property insurance. If any alteration is agreed, the contractor must be approved by the Diocesan Surveyor on behalf of the LDTBF. You may be required to reinstate any unauthorised works at your own expense.

Examples of alterations that are not permitted include altering any wiring, making openings or doorways in walls and altering or adding to the plumbing and heating systems.

Asbestos

Asbestos is a substance which is regulated by law because of the health and safety risks that it can pose in a building if it is not handled properly. Each building must have its own asbestos survey so that anyone working on the house can work safely.

The asbestos survey for this house is held by the property department to whom all enquiries about it should be addressed.

Bathrooms

The standard colour for bathroom suites is white and they are replaced as they become life-expired. Some houses have more than one bathroom and the same applies to both. If your house has a shower over the bath, the provision of a shower curtain of sufficient length to avoid water draining onto the floor is your responsibility.

Bats

Bats are a protected species and there are expensive fines for disturbing them. If you think you have a colony of them in the property, please notify the property department immediately.

Boilers and Central Heating

Central heating is provided in the property as standard and the LDTBF is responsible for the maintenance, repair and replacement of the boiler. The property department organise this service and the service engineers will in consultation with you, arrange for this to take place. If you have problems with your boiler between services, please contact the property department. You are responsible for the costs of the energy that you use.

Boundaries

It is very important that the boundaries to the property are properly marked and maintained, both for legal reasons and to promote good relations with neighbours. If you know that the boundary is being altered either decreasing 'encroaching on' or increasing the size of the plot, you should let the Property Department know as soon as possible. Walls around the property are maintained by the Property Department and you should report any damage or deterioration to them and inform the Department if you think there is

a risk to you, your family or the public.

If the building shares an internal wall with a neighbouring property, 'a party wall', then you should inform the Property Department as soon as possible of any concerns you may have about it, for example, its condition and any works on it undertaken by your neighbours.

The main purpose of boundary walls and fences is to make the boundary clear and they may not be sufficient to be child or pet-proof. Should you require walls or fences to make the premises safer for children, please contact the Diocesan Surveyor. The Diocese would usually agree reasonable works to accommodate your needs. However, it should be borne in mind that as the occupier, you would remain responsible for the safety and well-being of your children should any works be undertaken.

Should you require additional fences or walls to accommodate pets then you would be required to arrange and pay for installation and ongoing maintenance (please refer to the Pets section below).

Burglaries

If you are unfortunate enough to have a burglary, these are the steps to follow:

- Notify the police immediately and obtain a crime reference number which will be required by your and our insurers to process any insurance claim.
- Contact the Property Department as soon as reasonably possible.
- Contact your own insurance provider in relation to your contents insurance.

- You may take steps to make your home secure again such as boarding up, the damaged area until proper repairs can be carried out if you require urgent assistance with this you may contact the Diocesan Surveyor on his mobile 07539 229253.
- Send the account to the property department who will arrange for the insurance claim to be made in respect of the buildings insurance.

Businesses

The permission of the Archdeacon and the Property Department is required before any business activity can be carried out from a clergy house. It should be understood that no commercial advertising signs or flags are permitted to be affixed to the vicarage or installed within its grounds.

In considering any approach, the Property Department will require written confirmation that;

- (i) You have arranged appropriate insurance. (Please note that you risk being financially exposed as a result of any event leading to a claim against the property insurance being rejected by an insurance company.)
- (ii) The proposal does not constitute a change of use of any part of the property, (as defined in the Planning Act 2008 and other associated legislation).
- (iii) Any alterations required by any regulatory authorities have the prior consent of the Property Department.

Carpets and floor coverings

The LDTBF normally provides either vinyl or tiled flooring for kitchens, utility rooms, bathrooms and cloakrooms, and carpets to other main habitable areas of the house excluding bedrooms. In some cases, carpets are already in place in bedrooms because

they were included in the property on purchase and in those cases they will be your responsibility to be replaced when they are no longer fit for purpose. If you need further information or assistance, please contact the Property Department.

Chimneys and Flues

If your property has a chimney flue, solid fuel or log burner which is in use, it is the responsibility of the Diocese to ensure annual chimney inspections and sweeps. If any damage to the flue is discovered when it is being swept it must be reported to the Property Department for repair. The LDTBF is in the process of installing carbon monoxide detectors in rooms where such appliances are in operation, if you use a solid fuel appliance and a monitor is not fitted please inform the property team for one to be fitted. You will be responsible for testing the detector and reporting any faults to us.

Cleaning

It is your responsibility to keep your property clean and tidy. However, if you use the property in the course of your duties, such as hospitality for parish events for example, you may be entitled to tax relief on money spent on cleaning and gardening.

Conservatories

The Property Department does not provide conservatories. Where there is one in existence, the Property Department will advise on its condition and maintenance or if considered to be appropriate, because of unreasonable maintenance costs, demolish it.

Cookers

The provision of a cooker, whether freestanding or built-in, is the responsibility of the occupant including its maintenance and repair. If there is a built-in appliance already in

place it will become your property to use, repair and maintain during your occupancy.

If you need appliances removed in order to put your own in place, the Property Department will help to arrange this in order to make the standard 600mm space available, and assist in the installation to ensure that it is fitted safely. It is your responsibility to ensure that it is maintained in a safe condition.

Council Tax

The LDTBF is responsible for council tax payment on behalf of clergy. It is your responsibility to inform the Property Department of any circumstances, such as single occupancy or disability, or any other changes in circumstances that may alter the council tax liability.

Cracks

It is most likely that you, as the regular occupier of the property, will notice cracks internally and externally and be aware of whether they are getting worse. Most hairline cracks, especially if they run in parallel with the walls and ceiling are due to plaster shrinkage and can be dealt with during the course of redecoration.

However, if you notice the cracks growing in length or width then it is important that you contact the property department for advice without delay. The Diocesan Surveyor will arrange to inspect the property and then decide on any necessary action.

Curtains, Blinds, Curtain Tracks and Fixings

Curtain tracks and fixings are fitted to the property when you start your occupancy and you will be responsible for maintaining them and ensuring that they remain in the

property for the next occupant. If any tracks or fittings are missing or broken on your departure then you may be charged for their replacement. When you move you may receive a resettlement grant which is to assist you in purchasing curtains and blinds for which you are responsible in your new home.

Day to Day Repairs

In the course of time, the need for minor repairs to the property may occur, please refer these to the Property Department. If they are classed as emergency works then they will be dealt with as soon as possible. Other repairs may be held over to be carried out at the time of the next quinquennial if it would be more prudent to do so and would not cause further deterioration of the property.

Decking

It is not permitted to install decking in the garden of the property for safety reasons. Unless it is carefully maintained and cleaned, decking can become slippery and unstable and is costly to remove. Where decking has already been installed, the property department may remove it as part of the routine maintenance of the building.

Decorations – External

The Property Department is responsible for these and will arrange for the works to be commissioned and carried out usually at the time of the Quinquennial survey.

Decorations – Internal

Internal decorations are your responsibility and generally, you should keep the decorations in a good state of repair (fair wear and tear excepted). Neutral or pastel colours are permitted, however use of strong or bold colours are discouraged because of the

additional work required on re-decoration. Because of this, use of bold or strong colours are only permitted on condition that you will undertake or pay for any such changes to be returned to the original colour scheme if requested to do so at the end of your occupation of the property. If you have any queries or need further clarification, please do not hesitate to contact the Diocesan Surveyor.

It is not permitted to apply textured paint finishes to ceilings or walls.

Departure

When you know the date on which you will be leaving the property, please contact the Property Department who will arrange to visit and carry out an outgoing condition assessment.

It is your responsibility to leave the property in good order which means:

- It should be empty of all personal belongings, including in the loft and outbuildings
- Clean and leave in a similar condition to when you took occupation allowing for fair wear and tear.
- The garden should be tidy
- Any lodgers that you have had living in the property have left and taken all their belongings with them.

If costs arise from having to carry out works to put the property in order or to remove all goods, chattels and rubbish and items remaining, then LDTBF reserves the right to pass on these costs to you. In certain circumstances you may be able to make an agreement with the Property Department to leave serviceable items for the new occupant, in which case you should provide them with a list clearly setting out what is remaining for this purpose.

You should arrange for the utility readings to be made and the final account to be issued to you for payment. Please liaise with the property department regarding this.

Disability

Where alterations are required for the purposes of complying with legislation and accommodating the disability needs of the occupant and family, the arrangements should be discussed with the Archdeacon and the Diocesan Surveyor. If Social Services funding is available towards the cost of the works then this should be pursued in the first instance, and if forthcoming, written permission for such works will be required from the Property Department, which will not be unreasonably withheld. If there is no funding via social services or other bodies then the LDTBF will look to fund such adaptations as are reasonably required.

Doorbells and Door Knockers

The Property Department will provide a doorbell or a door knocker if one is not already fitted.

Drains

Drains and sewer systems that work properly are an essential part of maintaining a property as a safe and healthy environment for living.

In order to keep them working well, you can help by:

- Making sure you avoid pouring fatty substances down the sink.
- Making sure that those who use the bathrooms and cloakrooms do not flush items down the lavatory that could cause blockages.
- Making sure that no forbidden substances are put into the drains that could enter

water courses and be subject to action by the Environment Agency, for example oil or paint. If in doubt please contact the Property Department.

If you have a problem with the drains, please contact the Property Department as soon as possible and they will advise on the action to be taken.

Dustbins

The arrangements for dustbins and collections vary between local authorities. You are responsible for ensuring that the necessary bins are at the property and that they are collected regularly so that there is no accumulation of rubbish.

Electrical

No electrical works should be carried out unless they are commissioned and monitored by the Property Department as all electrical works have to have completion certificates which need to be retained by the LDTBF.

Emergency repairs - please see Appendix D

Extractors

Extractor fans are provided in some kitchens and are maintained by the property department. You are expected to make sure dust and grime are removed from the cover and to provide replacement filters.

Fences

Fences are provided as appropriate to mark the boundary of the property and maintained by the property department at its cost. As boundary demarcation the fencing is not usually

intended to be pet or child-proof. Should you require more robust fencing to meet your needs, please refer to the section on Boundaries.

Fire safety

Smoke detectors are provided as required and the Property Department is responsible for their replacement and repair. The provision of replacement batteries is your responsibility. Not all our properties have smoke detectors; if so these will be installed at the next quinquennial survey.

Garages and Parking

The provision of garages and parking is dependent on the locality of the property. In urban areas it may not be possible to provide off-street parking, although every effort is made to do so.

Gardens

As the occupier you have a legal duty of care to ensure the garden is kept reasonably safe for users (contents insurance usually covers this risk).

You are responsible for the overall upkeep of the garden, keeping it neat and tidy. This includes cutting the lawns regularly, trimming hedges and shrubs, weeding flower beds and removing debris from site; together with keeping paths and drives weeded and cleaned of moss and salting as appropriate in icy conditions.

The Diocese is willing to help towards the upkeep of the garden and if you wish to take this up please contact the Property Department. However, notwithstanding that the Diocese offers assistance, you retain overall responsibility for keeping the garden in good order.

If the house has ivy or other wall climbing plants you would be responsible for keeping them trimmed back. Because of the damage climbing plants can do to houses and outbuildings, in some circumstances the Diocese will arrange for its complete removal. If you have climbing

plants affecting your house or outbuildings and want it removed, please contact the Property Department. In order to avoid subsequent structural damage, you must not plant wall climbing plants against houses and outbuildings.

Trees are the responsibility of the Diocese and will be maintained by them. Some trees are subject to a local Tree Preservation Order (TPO) which means that they may not be pruned or cut down without permission. If you receive any notification from the Local Authority regarding serving of TPO notices these are to be passed on to the Property Department as soon as possible.

Trees can cause damage to properties and to underground services, therefore you are not to plant any trees without written permission of the Property Department. If any trees become storm-damaged or look unsafe, please report this to the Property Department who will appoint a contractor to make the trees safe and secure and; obtain any necessary local authority permissions.

In Conservation areas, there may be restrictions on pruning and trimming shrubs and bushes.

You should ensure due care is taken when climbing ladders, using power saws or otherwise doing work which requires specialist knowledge.

Garden Sheds, Greenhouses and Water Butts

You may install a garden shed, greenhouse or water butt at your own expense, provided that you remove it and make good when leaving the property unless agreed otherwise with the Property Department.

Gas Fires

Existing gas fires are serviced annually by the Property Department. If you have any concerns regarding them between services please report these to the Property Department and a registered heating engineer will attend.

Gas Leaks

In the event of a suspected gas leak, do not operate any electrical or switch device, in case of sparks, and make sure that there are no sources of flames anywhere. Open all the windows and, if you can safely do so, turn the gas lever near the meter to the off position (usually across the pipe or as marked) Dial 0800 111 999 immediately and report the leak, also inform the Property Department.

Gutters

The gutters of the property are routinely checked and cleared on a quinquennial inspection. However you will be expected to keep clear any easily reached gutters that can be cleaned without having to use steps or ladders. If you notice any leaks or overflowing gutters please report this to the Property Department so that they can be attended to, to prevent further damage to the fabric of the property.

Health & Safety

All our new or recently refurbished properties will have a Health and Safety folder in which you will find useful information which is specific to your house, including operating instructions. This file needs to be made readily available to any contractor who will be working at the house as it also contains information that they too will require. On completion of any works they may provide updated information for the file. The file must remain in the property at all times. Not all our properties have this file in place at the moment; however the Property Department is working on eventually providing one for all

our properties.

As the office holder and principle occupier, you retain a legal duty of care under the Occupiers Liability Acts etc to ensure that the premises are used in a safe and responsible manner. Contents insurance usually covers these obligations.

Hedges

See Gardens

House Guests and Lodgers

See Appendix A, Terms of Occupation Clause 18.

Infestation – Mice, Rats and other Vermin

Prevention is better than cure, so it is important to make sure that anything that would attract vermin is removed and destroyed or, in the case of things like pet food, kept in secure and sealed containers. Spillages and debris that would provide food for vermin should be cleared up immediately.

If you think that there is an infestation of mice, rats, wasps (nests), cockroaches or other pests, please notify the Property Department immediately. If it becomes apparent that the nuisance is caused by poor home management, you may be liable for the incurred costs.

Insulation

A basic standard of insulation is in place in the properties and improvements in line with legislation are being implemented in a planned programme of works. Not all properties are suitable for cavity wall insulation, and some systems can cause problems if not installed correctly, therefore it is not permissible to have or allow cavity wall insulation to be installed without the written permission of the Diocesan Surveyor.

Insurance – Buildings

This is arranged by the Property Department and if any damage occurs to the property or the boundaries please inform the Property Department so that a claim can be made against this policy if appropriate.

Insurance – Contents

You are responsible for the insurance of the contents. This insurance also usually covers the occupier's legal duties of care in respect of the Occupiers Liability Acts etc. You may need to advise your insurer that you are a member of clergy and work from home for much of your duties.

Kitchens

Kitchen units are replaced when they become worn out and are beyond economic repair, rather than because the units are not of the most up to date fashion. A range of fitted base and wall units will be installed with work top over base units. A gap for a 600mm wide freestanding cooker (for cookers see Page 9) will be created to allow the occupant to have their own cooker fitted. A cooker hood will be fitted above this gap, and where possible with extraction to the outside air. The occupant will be responsible for keeping this clean and grease free and for the replacement of filters as required. Two 600mm gaps will be left in the range of base units where possible to allow the occupant to fit their own under counter fridge and dishwasher. There will be normally tiling to a height of 450mm to the abutting walls to the work top, and the cooker recess gap will be fully tiled to provide a surface that can be wiped clean.

Legal Notices

If you receive any notification from a Local Authority, Government Department, Statutory Authority, Agent or Lawyers, relating to Planning Notices, Party Wall Notices or any other matter whatsoever relating to the property you occupy, all such documents must be forwarded expeditiously to the Property Department promptly to enable the matter to be properly handled within the relevant legislation.

Light fittings

The Property Department provides light fittings in each room, with you providing lightshades and light bulbs (ensure before fitting any light bulb that it is suitable for the light fitting) and if you wish to change any light fittings, please contact the Property Department for permission.

Listed Buildings and Conservation Areas

If the building that you live in is Listed, there are additional restrictions on what can be done with the property in terms of maintenance and improvements.

Some of the things that you would like to see may not be permitted and some things have to be done to a required standard.

A building may be in a Conservation area which similarly means that some things are not permitted in relation to the outside of the premises.

The Property Department can advise you as to whether the property is affected by these two pieces of legislation.

Locks – Doors and Windows

The standard locks provided are 5 lever ones. Window locks will be provided to all

accessible windows unless the style of window makes this impossible.

Lodgers and House Guests

See Appendix A, Terms of Occupation Clause 18.

Lofts

Are generally well insulated with glass fibre wool and you should avoid contact or inhalation of any insulating material in the loft, therefore it should not be used as a storage area.

Moving out

As soon as you are due to leave a property please:-

- (1) Notify the Property Department
- (2) Ensure that a set of keys is sent to the Property Department at Edward King House and a set given to the Churchwarden.
- (3) Provide the Property Department details of companies supplying the utilities at the property.
- (4) Provide the Property Department with final meter readings.
- (5) Provide the Property Department with a forwarding address. We do not provide a mail forwarding service.
- (6) If an alarm is fitted please provide code.

Where possible a pre-vacation inspection will be undertaken. This will be arranged at a convenient time.

Pets

Subject to the General Obligations in Section 1, domestic pets may be kept in the house and garden. Occupants are expected to exercise common sense about the effects of their choice of animals on the maintenance of the property and relationships with neighbours. As occupier you would be responsible for the behaviour of your pets and for keeping them under control and in particular, ensuring they do not cause a nuisance to neighbours or the public.

You are responsible for providing any additional fencing and animal housing that is required to keep the pets within the garden. Any damage to the fabric of the property or the garden is to be repaired at your expense together with removal of pet faeces etc.

You will need the permission of the Property Department to fit a cat/dog flap and this will normally be granted provided that you agree to reinstate doors to their original condition prior to leaving the property.

Before undertaking any works, please contact the Diocesan Surveyor to agree with them beforehand what you intend to install. When you vacate the property, you may be required to remove the fences or walls at your expense.

Planning notices

If you receive any notification from the local authority regarding a planning application the details of this must be forwarded to the Property Department as soon as possible to allow representations to be made within the permitted timescales.

Ponds

The occupants are not encouraged to create them in gardens as they can be a safety hazard. If you wish to create a pond in the garden, you may do so as long as you ensure

that you are properly insured against risks and provide for it to be filled in on departure and the ground is made good.

Satellite Dishes and TV Aerials

You are responsible for these and you may fit a satellite dish at your own expense. However, there may be local planning restrictions regarding the siting of these so please check with the Property Department first.

Septic Tanks and Sewerage

The Property Department is responsible for the septic tank and any problems that arise with its maintenance, unless inappropriate items or chemicals have been allowed to contaminate it by the occupier.

Shelving

The Property Department will supply up to 20 metres of shelving for books and this must remain behind when you leave the property. Should you require any further shelving please seek the advice of the Property Department.

Showers

Many properties already have showers fitted and the standard type is the bath/mixer with shower attachment as this requires the least maintenance. Please contact the Property Department who will advise on the provision of showers.

Telephone

You are responsible for the telephone line. The bill is your responsibility but the PCC has the ability to assist with the calls made in the course of your duties. Broadband internet

is your responsibility, but again the PCC are expected to assist with part of the cost, insofar as it directly relates to your duties.

Trees

See Gardens

Walls

See Boundaries

Washing Machines

Plumbing for a washing machine is supplied as standard. If there is a fitted washing machine you may use and maintain it but replacement and repair is your responsibility.

Water Butts

See Garden Sheds, Greenhouses and Water Butts.

Water Charges

The Property Department is responsible for the water charges for clergy occupants.

Woodblock Flooring

The sanding polishing and staining of woodblock flooring is your responsibility.

APPENDIX A:

TERMS OF OCCUPATION

Your Statement of Particulars will tell you whether or not you are entitled to the provision of a house or other accommodation in relation to your office and will show the terms and conditions 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 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 Particulars of Office for the clergy person concerned.

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 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 the Diocesan 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, alterations 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 holder's 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. 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 refurbishment 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.

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.

The obligations of the Lincoln Diocesan Trust and Board of Finance Limited and of the Incumbent are set out in the Repair of Benefice Buildings Measure 1972 (2) which may be viewed on the internet. 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. 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 Trust set out in the Repair of Benefice Buildings Measure 1972 mentioned above will apply and details may be viewed on the internet. 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 refurbishment 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. Keep all smoke alarms in good working order including replacing batteries where necessary or appropriate.
5. 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.
6. Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the property that may be caused by frost.
7. Replace any defective electric light bulbs, fluorescent tubes and fuses.
8. Take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.
9. Take all reasonable precautions to prevent condensation by keeping the property adequately ventilated and heated.
10. Take all reasonable measures to clear or pay (or reimburse any Diocesan costs incurred) 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.
11. 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.

12. 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 their household or visitors to comply with this provision.
13. 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.
14. 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.
15. Not use the property in a way which causes a nuisance, annoyance or damage to any neighboring, adjoining or adjacent property or the owners or occupiers of that property. This includes any nuisance caused by noise.
16. 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.
17. Remove or pay for the removal of all rubbish from the property during and at the end of the office holder's occupation.

18. The office holder may have non-paying house guests from time to time as part of their pastoral/family/social life. Modest expense-sharing with house guests is considered acceptable because they won't acquire rights to the property. However, taking in Lodgers for profit is likely to result in the creation of property rights and would require a written agreement (a license). In this event the previous written consent of the Trust is required, which shall not be unreasonably withheld or delayed.

Office holders should also note that taking in lodgers for profit creates the complication of an additional tax liability which must be declared to HMRC.

In taking in lodgers it is the office holder's responsibility to gain vacant possession from the lodger (or lodgers) before the office holder vacates the premises, because the contractual basis for the lodgers' occupation rests between the office holder and the lodger.

The Property Department would usually assist the office holder in drafting a written license agreement for the office holder to issue to the lodger (or lodgers). Appendix E comprises a template Lodgers License that would form the basis of a lodging agreement.

19. Not to use the property except as a private residence for the office holder for the better performance of duties and his or her household or such other purposes as may be agreed by the Trust which agreement shall not be unreasonably withheld.

20. 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.

21. 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 license 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 alterations 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.

Further Information

You will be consulted about any works that are to be undertaken on the property. Some of these may be for health and safety reasons or for essential maintenance. You will be expected to allow access to diocesan surveyors or contractors for this purpose. For other works, timing and extent will be by agreement.

APPENDIX B:

GUIDE FOR SEQUESTRATORS - HOUSES

The Churchwardens and Rural Dean automatically become the Sequestrators under the *Church of England (Miscellaneous Provisions) Measure 2000, and the Endowments and Glebe Measure 1976*. Additionally, the Bishop may appoint further sequestrators.

During a vacancy, general responsibilities for vacant houses fall upon the Sequestrators, with support from the Property Department. The role of the Sequestrators, in terms of

the house, include two main areas:

- 1) care for the house and garden during the vacancy (the property department can help with the latter if required.)

- 2) preparation of the house for the arrival of the new incumbent

This includes basic heating, garden upkeep, telephone charges, minor repairs and general maintenance. Please check with the Diocesan Finance Department for details of what can and cannot be paid from the sequestration account.

When the Incumbent Leaves

The outgoing family has a duty and is responsible for leaving the property clean and tidy, including the gardens and removing all personal possessions

Any items not cleared from the property will be disposed of by the Sequestrators and any items left in unoccupied properties may affect the terms of the insurance and may lead to water rates being charged. Should any charges be incurred as a result of any or all of these situations arising the costs incurred will be charged to the departing occupier.

Arrangements should be made locally for the upkeep of the garden. If there is someone with an interest in gardening, ask them to maintain the garden.

Services

The Property Department will ensure that all services are maintained in the name of the LDTBF during a vacancy. This applies to gas, electric, water, oil and will include all costs

and standing charges. The Sequestrators will remain responsible for the telephone line and any charges thereon.

Gas: obtain details of supplier from outgoing incumbent and ensure final meter reading is taken.

Electricity: obtain details of supplier from outgoing incumbent and ensure final meter reading is taken. It is important to maintain the electricity supply to ensure that security alarms/lighting etc remain in working condition.

Water: water rates will not usually apply during vacancy if the house is empty.

The Property Department will liaise with the Water Company to ensure that the required procedures are met.

Telephone: The telephone line at the property is the responsibility of the PCC, unless there is a tenant in the property, and it is the PCC's decision whether to disconnect it or not. On the whole, our advice is to disconnect, so that the new resident can choose their provider; certainly this will be necessary if there is to be a tenant. Reconnection costs for clergy are covered by the Diocese.

Central Heating: It is Diocesan policy to drain down wet systems where parsonages are to be unoccupied for any length of time. Insurers require that vacant properties are drained during the months October to March. The Property Department will arrange this where appropriate.

If the house is tenanted (see below), responsibility for the payment of all utility bills,

including water rates, will pass to the tenant from the date when the tenancy commences. Responsibility for payment will revert back to the Diocese when the tenancy terminates.

Keys

You will receive all keys for the house from the outgoing incumbent, two sets of which should be labelled. One set should be retained by the Sequestrators. One set of keys should be handed to the Property Department for use by contractors/agents. Please ensure that keys are not handed out indiscriminately.

Security and Alarms

Ensure that all key-holders know the user code for the intruder alarm (if any) and how it operates.

Twice-weekly visits to an unoccupied house are essential. The provision of curtains or nets at windows by the PCC, and the use of an occasional light on a timer, gives the impression of occupation.

Gardens which are well kept assist in the impression of occupation and therefore deter vandalism and intruders. The Sequestrators should arrange for general maintenance of the shrubbery and hedges as well as grass cutting, seeking assistance from the Property Department if required.

Any damage or vandalism to the house should be reported as soon as possible to the Property Department during office hours. The police should be contacted and a crime number obtained.

If vandalism becomes a recurring problem, please advise the Property Department as soon as possible, whereupon consideration will be given to additional security measures.

Lettings

The Property Department will look to let a property during a vacancy where possible. As well as generating income for the diocese, leasing houses also provides security for the property and reduces the duties placed upon the Sequestrators. When a decision to let is directed by the Bishop, the Property Department will seek consent from the Sequestrators to authorise the Diocesan Property Department to act on their behalf on all matters relating to the leasing of the property. This will not involve the Sequestrators in any additional work, indeed this will reduce their responsibilities towards the house.

In such circumstances:

1. The Property Department will require one of the sets of keys, held by the Sequestrators, for viewing and access purposes.
2. When a suitable tenant is identified, an Assured Shorthold Tenancy will be put in place and the Sequestrators notified.
3. If required the Property Department or the diocesan agents will organise access for the recommissioning of the property, its wet systems and heating.
4. The Property Department will advise the local authority of the change of occupancy in the light of council tax and other charges etc for which the tenant will be solely responsible.
5. The Property Department will keep the Sequestrators informed at regular intervals with regard to the tenancy. Where an extension to a tenancy is

requested, the Property Department will consult with the Archdeacon.

6. Where a tenant notifies the agents of their intention to vacate, the Property Department will instruct the agent to carry out a final inspection to ensure that all possessions are removed and the property is being left in a satisfactory condition. At this point, the duties and responsibilities for the house return to the Sequestrators until such time as the house is either reoccupied by a new tenant or an incoming clergy person.

The Property Department will undertake any necessary repairs during the vacancy, if required.

Preparation of the House for a New Incumbent

Upon notification that a new incumbent has been appointed the house will be inspected by the Diocesan Property Department and any necessary repairs/alterations and redecoration will be undertaken.

APPENDIX C

PROPERTY INFORMATION

The alarm system in the house is serviced by Freedom Fire and Security 01522 525800

APPENDIX D

EMERGENCY REPAIRS

During office hours, in the first instance, please ring Annie Gash on 01522 504044 or Andrew Drummond-Hunt on 07539 229253.

If out of office hours please contact Andrew Drummond-Hunt on 07539 229253

If unable to contact the above then occupiers may contact one of the following tradesmen, failing this, then a local tradesman who can deal with emergency situations.

Emergencies in this category are:

- **fire**
- **natural flooding (such as river bank or sea wall failures)**
- **water pipe leak causing damage or likely to cause damage if not attended to immediately**
- **total loss of water supply**
- **total power failure**
- **total loss of heating (during winter) or hot water**
- **roof leak**
- **gas leak or loss of gas supply (the national number for gas emergencies is 0800 111 999)**
- **blocked flue to boiler or fire**
- **storm damage causing a danger to residents or the public, or which left unattended will result in further damage**
- **trees either fallen or with broken limbs causing a danger to residents or**

the public or obstruction to a public highway or path

- burglar alarm activations (ring Freedom Fire and Security on 01522 525800) or other problem compromising the security of the property.
- loose or detached banister or handrail
- defective smoke alarm
- roof repairs with potential risk to residents or the public such as slipping roof tiles, defective guttering, chimney stacks etc.

In the case of a catastrophic emergency such as a house fire for example, authority is given to the occupant to take immediate action to reduce further damage.

If you arrange for emergency repairs to be carried out, please let a member of the Property Department know on the next available working day by e-mail to property@lincoln.anglican.org or by phone.

EMERGENCY CONTRACTORS

Grimsby, Scunthorpe & North East Coast		
Plumbing & Heating		
Kelly's Plumbing & Heating	Andy Greenacre Mobile	07930 883945
(Grimsby)	Adam Greenacre Mobile	07415 950999
General Building		
Quartz Building	Andrew Burley Mobile	07572 870959
(Louth)		

Electrical		
Watkinson Electrical Ltd	Mark Watkinson	07951 543515
(Louth)		
Electrical		
Wil-Lec Ltd		01472 867140
(Grimsby)	24-hr emergency mobile	07496 824326
Drainage		
Jet Tech	George Renardson Mobile	07974 324567
(Grimsby)		

Gainsborough, North West Lincolnshire & Lincoln

Plumbing & Heating		
J H Smithson & Son	Home (Mark) or	01427 838475
(Gainsborough)	Mark Smithson Mobile	07802 786344
General Building		
Quartz Building	Andrew Burley Mobile	07572 870959
(Louth)		
Electrical		
Watkinson Electrical Ltd	Mark Watkinson	07951 543515
(Louth)		
Electrical		
Wil-Lec Ltd		01472 867140
(Grimsby)	24-hr emergency mobile	07496 824326
Drainage		
Jet Tech	George Renardson Mobile	07974 324567
(Grimsby)		

Stamford, Grantham, Spalding, South West & South East Coast		
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Heating		
KBR Gas Services	24-hr emergency mobile	07505 130316
(Grantham)		
Heating		
DCR Electrical & Heating Ltd	24-hr service	01636 706068
(Newark)		
Plumbing, Heating, Gas		
Emergency Plumbing, Heating & Gas (EPHG Ltd)	24-hr emergency mobile	07720 247247
Building		
Please contact local contractor.		
Electrical		
DCR Electrical & Heating Ltd	24-hr service	01636 706068
Drainage		
Bates Environmental	Office (Spalding)	0800 0433711
(Spalding)		

Oil Boilers throughout the Diocese		
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Rix Heating Services	Office	01482 222250
(Hull)		

Security Alarms throughout the Diocese		
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Freedom Fire & Security Ltd	Office	01522 525800
(Lincoln)		

Trees throughout the Diocese		
Paul Bavin Tree Care Specialists	Home / Office	01476 561986
(Grantham)	Office Mobile	07791 239018
or		
Treefellas2015 - Stuart Riley		
(Grimsby)	Mobile	07880 772126

There is no guarantee that unknown contractors selected from commercial directories will provide a satisfactory analysis of the emergency or that the ensuing workmanship will be both reasonable and satisfactorily carried out. Occupiers are urged to contact the above named contractors in the first instance. In the event that unknown contractors are used the Diocese does not undertake to reimburse the costs in full if excessive charges or poor workmanship is incurred.

Appendix E

Lodgers License Template (2024)

Dated *(Insert Date)*

Licence Agreement

Relating To *(insert the address of the property)*

between

*INDIVIDUAL NAME OF CLERGY MEMBER CURRENTLY LIVING IN THE PROPERTY and INSERT POST
HELD]* (Licensor).

and

[INDIVIDUAL NAME OF LODGER AND ANY FAMILY MEMBERS OVER THE AGE OF 18]
(Licensee)

Contents

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This licence is dated *(insert date – it should be the same date as on the front cover)*

Parties

- (1) ***[INDIVIDUAL NAME OF CLERGY CURRENTLY LIVING IN THE PROPERTY] of [INSERT PROPERTY ADDRESS] [INSERT POST HELD].*** (Licensor)
- (2) ***[INDIVIDUAL NAME OF LODGER AND ANY FAMILY MEMBERS OVER THE AGE OF 18].*** (Licensee)

Agreed terms

1 Interpretation

The following definitions and rules of interpretation apply in this licence.

1.1 Definitions:

Accessways: the pedestrian ways, driveways, forecourts and car parks within the external areas of the Property.

Services: any one or more of the following:

- (a) phone;
- (b) internet;
- (c) cable or satellite television or other subscription television services or similar.
- (d) gas (or any other heating fuel)
- (e) electricity
- (f) water
- (g) sewerage

(f) any other service provided to the property for the benefit of those using it

Default: any failure by the Licensee to:

(a) pay any other sums due to, or recoverable by, the Licensor under this licence and whether formally demanded or not;

(b) observe and perform any of the obligations of the Licensee contained or referred to in this licence; or

(c) pay any damages arising out of, or incidental to, the enforcement of the obligations of the Licensee under this licence.

Family Members: As Identified in Attached Schedule

Furnishings: the Licensor's furniture and furnishings in the Property (as set out in the Inventory).

Inventory: the inventory signed by the Licensor and Licensee and attached to this licence.

Licence Period: the period from and including *(insert date – it should be the same as the date on the front cover)* until the date on which this licence is determined in accordance with clause 0.

Property: *(Insert the property address)*

Utilities: electricity, gas (or other heating fuel), water and sewage services, to or from the Property.

Utilities Costs: the cost of Utilities.

1.2 Clause headings shall not affect the interpretation of this licence.

- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.6 References to clauses are to the clauses of this licence.
- 1.7 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.8 Unless expressly provided otherwise, the obligations and liabilities of the Licensees under this licence are joint and several.
- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.11 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2 Licence to occupy

2.1 Subject to clause 0 and clause 0, the Licensor permits the Licensee during the Licence Period to:

2.1.1 occupy the Property except for *(list the rooms that the lodgers are not allowed to use)*;

2.1.2 use the Furnishings; and

2.1.3 pass along the Accessways and Common Parts authorised by the Licensor.

2.2 The Licensee acknowledges that:

2.2.1 this agreement is an excluded occupancy agreement;

2.2.2 this agreement is not intended to create the relationship of landlord and tenant between the parties;

2.2.3 the Licensee shall not be entitled to a tenancy or to an assured shorthold or assured tenancy or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends;

2.2.4 the Licensor retains control and possession of the Property and the Licensee has no right to exclude the Licensor from the Property;

2.2.5 the Licensor is entitled to retain keys for the Property, and the Licensor and any persons authorised by the Licensor may exercise the right to use these keys and enter the Property at any time;

2.2.6 If the Licensor offers one or more of the Services then it may (in its absolute discretion) require the Licensee to contribute towards the cost

of such Services which are used by the Licensee provided that such charge shall not be more than a fair and reasonable charge according to user;

- 2.2.7 the Licensee shall not be required to pay any licence fee or any form of fee for the use and occupation of the Property;
- 2.2.8 the Licensee shall not be required to pay any council tax relating to their occupation of the Property pursuant to the terms of this agreement; and
- 2.2.9 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable, and the rights given in clause 0 may only be exercised by the Licensee.

3 Licensee's obligations

- 3.1 The Licensee agrees and undertakes:
 - 3.1.1 to keep the Property clean and tidy;
 - 3.1.2 to share in the cleaning and tidying of the Common Parts;
 - 3.2.3 to put all rubbish created by the Licensee in such bins and/or recycling receptacles as directed by the Licensor;
 - 3.1.4 not to cause any damage to the Property;
 - 3.1.5 to notify the Licensor of any damage to the Property or Furnishings caused by the Licensee [or the Licensee's visitors] and replace with articles of similar kind and value any items so broken or damaged if requested to do so by the Licensor;
 - 3.1.6 to use the Property solely for living in and not for business purposes;

- 3.1.7 not to permit anyone else to stay in the Property other than Family Members and those named on this agreement
- 3.1.8 not to make a copy of any keys provided by the Licensor without first seeking Licensor's consent;
- 3.1.9 if the Licensee loses the keys or security device provided, to notify the Licensor without delay, and bear the costs reasonably incurred of replacement keys, security devices and locks;
- 3.1.10 not to prevent the Licensor or any person authorised by the Licensor from entering into the Property;
- 3.1.11 not to re-decorate the and not to make any alteration or addition whatsoever to the Property;
- 3.1.12 not to smoke in the Property;
- 3.1.13 not to keep any pets in the Property;
- 3.1.14 not to play any musical instrument or audible music between the hours of 11 pm and 8 am;
- 3.1.15 not to do or permit to be done in the Property anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor or to the other residents of the Property and their visitors or any owner or occupier of neighbouring property;
- 3.1.16 not to cause or permit to be caused any damage to:
 - (a) the Property or any neighbouring property; or

(b) any property of the owners or occupiers of the Property or any neighbouring property;

3.1.17 not to obstruct the Accessways or Common Parts;

3.1.18 not to do anything that will or might vitiate in whole or in part any insurance in respect of the Property, or increase the insurance premium;

3.1.19 to observe any rules and regulations the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Property;

3.1.20 not to remove any Furnishings from the Property;

3.1.21 to leave the Property in a clean and tidy condition and to remove the Licensee's possessions at the end of the Licence Period [and;]

3.1.22 to pay to the Licensee within 14 days of demand the costs charged by the Licensor pursuant to clause 06

4 Licensor's obligations

4.1 The Licensor agrees and undertakes:

4.1.1 to provide the Licensee with **[one]** set of keys for the Property;

4.1.2 provide the Licensee with fresh bed linen and towels at the commencement of the Licence Period

5 Health and Safety

The Licensor confirms that:

5.1 the Furnishings are fire resistant;

- 5.2 the electrical appliances provided by the Licensor are safe and all appliances manufactured after 19 January 1997 are marked with the relevant CE symbol.
- 5.3 All and any obligations required by the Local Housing Authority in connection with this license.

6 Termination

- 6.1 This licence shall end on the earliest of:
- 6.1.1 **[INSERT DATE THAT IS A MINIMUM OF SIX MONTHS FROM THE DATE OF THIS LICENCE];**
- 6.1.2 the expiry of not less than two weeks' notice given by the Licensor to the Licensee if the Licensee breaches any of the Licensee's obligations contained in clause 0; and
- 6.1.3 the expiry of not less than 6 weeks' notice given by either party to the other.
- 6.2 Termination Notice served by either party is binding on all occupiers and Licensor. Notice given by one Licensee is binding on all Licensees and occupiers. Notice given by the Licensor is binding on all Licensees and occupiers.
- 6.3 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

7 Limitation of Licensor's liability

7.1 Subject to clause 0, the Licensor is not liable for:

7.1.1 the death of, or injury to, the Licensee or visitors to the Property; or

7.1.2 damage to, or theft of, any possessions of the Licensee or the Licensee's invitees to the Property;

7.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's invitees to the Property in the exercise or purported exercise of the rights granted by clause 0; or

7.1.4 the acts or omissions of any other resident of the Property or their visitors.

7.2 Nothing in clause 0 shall limit or exclude the Licensor's liability for:

7.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its agents; or

7.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

8 Third party rights

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

9 Governing law

9.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10 Jurisdiction

10.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

Signed by

Name of Licensor

.....

Signed by

Name of Licensee

.....

Complete schedule of family members below.

SCHEDULE OF FAMILY MEMBERS

Name	Date of Birth	Relationship

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