



*The*  
**United  
Reformed  
Church**  
**East Midlands  
Synod**

## **Property Guidelines & Rules**

Additional information is available on the  
East Midlands Synod web site  
[www.urc5.org.uk](http://www.urc5.org.uk)

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## FOREWORD

This issue of the Handbook of Property Guidelines and Rules incorporates details of legislation which has been enacted and various documents which have been circulated since publication of the previous version. The objective of the handbook continues to be the provision of a guide to Elders and Church Officers to assist in the care of property and the use of resources. It sets out the rules and procedures which need to be followed by churches. It should be read in conjunction with the relevant passages from the URC MANUAL and the URC ACTS 1972, 1981 and 2000.

In view of the increasing amount of legislation which impacts upon many aspects of church property, local churches are encouraged to seek guidance at an early stage from the Synod Property Officer about any significant building plans. This includes any alteration to the appearance of buildings and all proposals relating to buildings which are listed or in a conservation area. It is also important to make sure that all use of buildings by third parties is covered by properly documented agreements.

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The appendices mentioned in the various sections of the handbook, relating to application forms and general advice on care of property, are to be found at the back of the manual (see Page 16 for index).

## 1 MANAGEMENT AND ADMINISTRATION

- 1.1 The authority for the management and administration of all church properties derives from the UNITED REFORMED CHURCH ACT 1972 Sections 8 to 20 and Schedule 2 as amended by the UNITED REFORMED CHURCH ACTS 1981 and 2000 which should be read in conjunction with these guidelines and rules. (See page G3 of The Manual).
- 1.2 Brief pointers to efficient stewardship of buildings are contained in Appendix M. The management and administration of church properties is the responsibility of the local church who should undertake annual inspections of all buildings as outlined in Appendix L. Additionally, quinquennial inspections of buildings (undertaken by a chartered surveyor or architect) are arranged by Synod with financial contribution from the local Church. Copies of Reports of such inspections are passed to the local church and Synod. The local church is responsible for undertaking any works recommended in the Report.
- 1.3 At Synod level, property matters are the responsibility of the Synod Property Officer working under the authority of the Synod Trust.

The Synod Property Officer advises on applications outlined in the following notes and may provide advice on architectural and surveying matters.

- 1.4 Straightforward matters are dealt with under delegated powers.

## 2 TRUSTEESHIP

- 2.1 Because the United Reformed Church is not an Incorporated Body, all church buildings belonging to the local church must be held on trusts, the Church Meeting having statutory authority for the appointment of trustees. See UNITED REFORMED CHURCH ACTS 1972, 1981 and 2000.
- 2.2 The advantages of appointing THE UNITED REFORMED CHURCH EAST MIDLANDS SYNOD INCORPORATED as a sole trustee instead of having individual trustees are outlined in the Synod Year Book.
- 2.3 When any church desires to appoint the trust body as its new trustee it should:-
- (a) pass a Church Meeting Resolution in the terms outlined in Appendix A.
  - (b) send copies of the resolution to the Synod Clerk at the Synod Office
- 2.4 The attention of individual trustees responsible for U.R.C. church buildings and manses is drawn to the modification of the trusts which came into operation under the United Reformed Church Acts 1972, 1981 and 2000 and are set out in Schedule 2 of the Acts which supersede the old trusts contained in deeds dated before 1972 (or 1981 for former Churches of Christ).

- 2.5 The appointment of the new trustee by the Church Meeting must be made in accordance with the provisions of the URC Act 1972 schedule 2, Part I, para.7 (for places of religious worship) and Part II, para.7 (for manses, etc.) as amended by the URC Acts 1981 and 2000 and must be evidenced by a formal Memorandum of Choice and Appointment to be prepared, in the case of the trust body, by its legal adviser.
- 2.6 The authority for the operation of trust bodies within the URC derives from the URC Acts 1972, 1981 and 2000.
- 2.7 A record of the names of trustees or trust body and the location of the trust deeds should be maintained by the local church in the Church Meeting Minute Book. Any changes in the whereabouts of title deeds and/or Secretary of private trustees should be notified to Synod Property Officer.
- 2.8 The local church is responsible for any professional fees incurred by the trust body on its behalf in carrying out instructions received from the church.

### 3 CARE OF PREMISES, RESPONSIBILITIES AND PROCEDURES

- 3.1 The Elders of the local church are responsible for recommending to the church meeting arrangements for the proper maintenance of all buildings owned by the church, namely, church, halls and ancillary buildings, manse, caretaker's residence and investment property by means of:
- (a) regular inspections of all premises and reporting on their condition and the need for repairs, redecorating and refurbishing (see appendix L).
  - (b) initiating proposals with estimates of the work needing to be done each year to keep the premises in good repair, and advising the Church Treasurer of the amount to be included in the budget.
  - (c) within that budget initiating orders with detailed specifications. (See notes under 'Insurance' 9.3 (g) (h).
  - (d) supervising the carrying out of these works in accordance with the specifications and to the satisfaction of the church.
  - (e) arranging the work recommended in Quinquennial Inspection Reports.
  - (f) arrangements for maintenance can be covered by appointing a Fabric and Maintenance Committee or a similar group.
- 3.2 The Synod Property Officer must be informed when repairs, additions or alterations to buildings which will substantially alter its character, appearance or value are being considered. Synod Trust approval will need to be obtained. No commitment to professional fees (except for a feasibility study) must be made, or any work authorised before Synod Trust authority is obtained.
- Note: See paragraph 4.7 respecting grants for feasibility studies.

Attention is drawn to the need to comply with additional legislation in respect of listed buildings or buildings in a conservation area (see section 15).

3.3 The Synod Property Officer will:

- (a) endeavour to ensure that church properties are properly managed and administered and that work recommended in Quinquennial Inspection Reports is undertaken.
  - (b) scrutinise applications from local churches for work to be carried out under 3.2 (whether or not financial assistance is sought)
- :- make recommendations:
- (c) for permission to carry out work on or in a building which will substantially alter its character, appearance or value.
  - (d) relating to and giving of permission for purchase, sale, demolition or letting of a building, in consultation with OMCG, Synod Council and Trust.
  - (e) for financial assistance to local churches for the sale, purchase, alteration, repair, building or demolition of church properties and deciding on the amounts and terms of such assistance, in consultation with OMCG, Synod Council and Trust.
  - (f) for work relating to buildings which are either listed or in a conservation area, following approval by the Synod Listed Buildings Committee.

4 ALTERATIONS, IMPROVEMENTS, REPAIRS TO BUILDINGS

4.1 Where work on a building does not substantially alter its character, appearance or value, the local church may proceed without Synod Trust approval, so long as financial assistance is not required. Such work includes external cleaning, internal decoration, painting, replacement of boilers and fixtures, normal maintenance of buildings and grounds. Attention is drawn to the need to comply with Building Regulations and legislation relating to listed buildings or buildings in a conservation area (see section 15).

4.2 Where work of a more extensive nature is envisaged, and financial assistance is NOT required: (see URC Act 1972 Schedule 2 Part I para.2 as amended by the URC Act 1981):

- (a) A resolution from the Church Meeting should be sent to the Synod Property Officer together with an outline of the project on Form Appendix B.
- (b) The Synod Property Officer in conjunction with the Synod Officers (and if necessary Synod Trust) will consider the request and communicate their decision to the local church.

- 4.3 Where work of a more extensive nature is envisaged, and financial assistance IS requested: (see URC Act 1972 Schedule 2 Part I para.2 as amended by the URC Act 1981):-
- (a) a resolution from the Church Meeting should be sent to the Synod Property Officer with an outline of the plan and the proposals for financing the work on Form Appendix B, parts A and B.
  - (b) The Synod Property Officer will proceed as in 4.2 (b) above.
- 4.4 In all cases involving the expenditure of large sums of money, the pastoral needs and the future mission of the local church need to be considered carefully by the Elders in conjunction with OMCG through Pastoral Consultants before proceeding.
- 4.5 Where major construction work is to be undertaken, the local church must comply with the Construction (Design and Management) Regulations 1994 (see Appendix M).
- 4.6 Current legislation requires that when new building works or alterations are being undertaken, that work must comply with the Equality Act 2010.
- 4.7 Notice should be taken of The Party Wall etc. Act 1996. The objective of this legislation is to provide a system of rights and obligations binding the relevant parties where building works affect the boundary between adjoining properties. This includes both true party walls where a building is built onto a neighbour's building and any wall which is on a boundary, plus free-standing garden walls. For further details of this legislation please refer to Appendix R.
- 4.8 Most goods and services obtained by churches are subject to value added tax (VAT) being charged. However, in certain situations, goods and services are provided zero-rated by the supplier, eg. construction of a new church or manse, work relating to provision of disabled facilities. Vat on repairs and maintenance of Listed Buildings can be reclaimed under the Listed Places of Worship Scheme from the government. However, this scheme is due to finish in March 2025 and at present it is not known if it will be renewed. If in doubt respecting the level of VAT applicable to a specific set of circumstances, it is prudent for local churches to consult with HMRC.
- 4.9 In certain cases, it may be possible to obtain a grant from the Assembly Church Buildings Fund towards the cost of a feasibility study or installation of disabled facilities. Advice upon such grants should be sought from the Synod Property Officer.

## 5 AMALGAMATION OF CHURCHES; FORMATION OF NEW CHURCHES

- 5.1 When two or more churches of the United Reformed Church agree to unite, copies of the resolutions from the churches concerned, completed as outlined in Appendix C, should be sent to the Convenor of OMCG.
- 5.2 Where a URC church considers the possibility of amalgamating with a church of another denomination, the drafting of the sharing agreement and procedures to be followed must be discussed with all interested bodies at Trustee and Synod levels before any binding commitments are entered into. Only the Synod Trust can enter into such commitments.
- 5.3 Where consideration is being given to the formation of a new church or bringing into the URC an independent church, preliminary discussions must be held with the aforementioned bodies (5.1). Only Synod Trust can enter into such commitments.

## 6 CLOSURE OF CHURCHES

- 6.1 When a church decides, following discussion with OMCG, that the time has come to close, it is necessary to take account of the following points:-
- 6.2 Membership Every effort should be made to provide pastoral care for each of the members of the church by encouraging them to seek association with other local churches of the United Reformed Church or of other denominations, and by giving them a letter of commendation to such churches.
- 6.3 The Buildings and Furnishings The buildings themselves will be disposed of by the Trust and the proceeds used in accordance with the URC Acts.

(a) It is customary for other neighbouring churches to be offered items of moveable furniture or equipment when the church closes. Failing that, such furniture and equipment should be sold. It is preferable not to dispose of any fixtures (such as pews, heating equipment, floorboards, etc.). These should remain as they are until the needs of any prospective purchaser are known. Care should be taken not to dispose of items included in the inventory of a Listed Building.

(b) Every effort should be made to secure the building effectively to avoid break-ins. Unless the Trustees request otherwise, gas, water and electrical supplies should be turned off and final accounts requested. Equipment should not be removed. Inflammable materials should be removed. The Fire Officer should be invited to inspect the building, since he may be able to draw attention to any particular hazard.

(c) The Insurer should be informed. In most cases an increased premium will apply for the period which the building is not in use pending disposal. In cases of amalgamation, the continuing church remains responsible for security, insurance, etc. Failure to secure the building properly may lead to vandalism and consequent diminution in the value of the property.

Where a church finally closes, the Trust assumes responsibility for the above via the Synod Property Officer.

(d) The buildings may stand empty for some time until a sale is arranged. As far as possible, ensure that drainpipes and gutterings are unblocked, that the roof is in order and, generally, that penetration by damp will be avoided.

6.4 Caretaking It is highly likely that insurers will require the buildings to be inspected weekly by a caretaker or some member of the congregation acting in a voluntary capacity. A neglected building always invites unwelcome attention. The Trust may be able and willing to pay for this service, with the cost being deducted from the proceeds of the sale.

6.5 Premises registered for marriages The responsible church officer (Church Secretary or Assistant Registrar) should inform the local Superintendent Registrar of the date of closure and follow the Registrar's instructions regarding the church records.

6.6 Graveyards Particular care should be taken of burial records. They should be sent with other church records to the County Records Office (see 6.8). Details must be supplied of the owners of any right to burial.

For laws appertaining to any proposals for development on Disused Graveyards, reference should be made to "The Disused Burial Grounds (Amendment) Act 1981".

6.7 Deeds and Tenancies All such Deeds and Agreements, even informal exchanges of letters regarding the use of premises, should be sent to the Synod Property Officer if they do not already hold them.

6.8 Records These, other than Registrar's Records, should be sent to the County Records Office for safekeeping. The Synod Office and the URC Archivist should be notified that this has been done.

If no history of the church has been written, an endeavour should be made to appoint someone to peruse the archives and prepare an adequate record. The URC History Society will be glad to offer assistance. Photographs should be taken of the interior and exterior of the buildings. The record should be sent to the Synod Office.

6.9 Accounts The Treasurer of the church is responsible for winding up the accounts, having them audited and transmitting any balance to the Trustees. He should also notify the Electricity, Gas, Water, Telephone/Internet and Insurance providers of the closure, and request them to send bills after the closure to the Synod Property Officer, if the supply is to be continued. In the case of manses and other non-Church buildings, the local Council Tax office should also be notified.

(a) Where premises are let, the tenants should be requested to make payments of rent, etc. after a given date, to the Synod Trust.

(b) The Insurance Policy should be sent to the Synod Property Officer so that they know what cover is provided.



(c) Audited accounts and cash balances should be passed to the Synod Trust via the Finance Officer within a reasonable period, normally three months after closure.

6.10 The United Reformed Church Act of 1972 as amended by the United Reformed Church Act of 1981 Schedule 2, Part I, para.5 sets out the procedure to be followed by the Closing Church and Synod.

6.11 Closure of the Church requires a Church meeting Resolution so to do. Copies of the Resolution should be sent to the Convenor of OMCG and the Synod Property Officer. If the closure is approved OMCG and the Synod Property Officer will determine the future of any buildings, subject to Synod Council and Trust approval. Net proceeds of any sale should be dealt with in the normal pattern of use of funds arising from the sale of buildings.

## 7 LETTING OF CHURCH PREMISES, MANSES, ETC.

7.1 The URC Act of 1972 as amended by the URC Acts of 1981 and 2000, permits outside bodies and organisations to use the two types of premises belonging to the United Reformed Church:

(a) places of religious worship, meaning the sanctuary, church halls and ancillary buildings (in these guidelines called "church premises") ;

(b) minister's residences and other church workers' residences (called "manses, etc.")

7.2 The conditions governing the letting of church premises are set out in the URC Acts Schedule 2, Part I, paras. 2(e) and 3, while those relating to manses, etc. are in Schedule 2, Part II, paras. 2(e) and 3 of those Acts. In relation to the letting of manses, etc. (i.e. residential property) such a letting should be an assured shorthold tenancy (AST) under the provisions of the Housing Act 1996, to be prepared by a solicitor or qualified Managing Agents as it is essential that the church be in a position to recover vacant possession. The tenancy agreement is to be signed by the Synod Property Officer. The procedure to be followed for properties for which the Synod Trust is the trust body is detailed within Appendix Q.

7.3 The following procedures apply to both church premises and manses, etc.

(a) Long-term lettings - part only (not the whole) of the church premises and the whole or part of the manses, etc. may be let by the Trust with the authority of the Church Meeting and approval of Synod Trust for a period not exceeding 28 years. Income arising shall normally be paid into the general funds of the local church.

(b) Short-term (temporary, occasional or intermittent) use - including regular use on a short-term basis. The Trust, with the authority of the Church Meeting, may permit the temporary, occasional or intermittent use of the whole or part of the church premises and manses, etc. provided a lease or tenancy is not created. Local churches should ensure that in all such cases, users do not leave any of their property on church premises. Income arising shall be paid into the general funds of

the local church. Synod Trust approval is not required in this case. Where a local church proposes to agree to the short-term use of its premises, it is prudent to obtain the written agreement of the "hirer" to the conditions of the hire. This has the benefit of safeguarding the church's position, particularly in relation to public liability insurance and compliance with the Children's Act. A suggested form of agreement is contained within Appendix J.

- 7.4 When a church wishes to let a part (not the whole) of its church premises or the whole or part of manses, etc. on a long-term basis, a resolution as at Appendix E1 should be passed by the necessary majority at a Church Meeting. Copies of the resolution and Form at Appendix E2 should be sent to the Synod Property Officer. This will require Synod Trust approval.
- 7.5 Church Meetings are invited to express their wishes regarding the broad terms of any lease or tenancy agreement, in particular in connection with the length of the agreement, early termination, rent review periods, responsibility for insurance, heating, lighting, repairs and redecoration (internal and external).
- 7.6 Churches are asked to contact the Synod Property as early as possible so that agreement, in principle, can be obtained.
- 7.7 Churches are warned of the legal complications involved in creation of tenancies of church premises and manses, etc. Advice must be obtained from the Synod Property Officer in every instance. In the case of manses, churches should be aware of the possibility that even where a legal agreement has been entered into, it may be necessary in extreme cases to take the tenant to court to regain possession. In such extreme cases, the tenant may prefer court action as the local authority may then be obliged to provide alternative accommodation.
- 7.8 Care must be taken to protect a local church in situations where a room or part of a church building is used by an outside organisation on a regular basis. In such situations, it will be prudent to create a written lease or licence to occupy to protect the church from inadvertently creating a binding tenancy. The lease or licence to occupy should be arranged in consultation with the Synod Property Officer.
- 7.9 The necessity to ensure that the correct form of Agreement is entered into between a local church and third parties wishing to use church premises cannot be overstated. Please read carefully Guidelines for Use of Church Premises by Third Parties, see Appendix S.
- 7.10 Most church insurance policies do not provide public liability cover in respect of the members of outside organisations using church premises. Before agreeing to the use of their premises by an outside body (irrespective of whether it be on a short-term or long-term basis), the church should obtain written confirmation from the outside body that they have their own public liability insurance cover.
- 7.11 Churches should ensure that all users have their own safeguarding policy and risk assessment in place and that the Church will not be liable for any claims resulting

from their use of the building. Copies of all policies should be obtained prior to the commencement of any use.

## 8 SALE, PURCHASE, DEMOLITION OF BUILDINGS SALE OF CHURCH PROPERTIES

8.1 The URC Act 1972, Schedule 2, Part I, para.2, as amended by the URC Act 1981, governs the sale of church properties used as places for religious worship and Schedule 2, Part II, para.2 of the same Acts covers residences for ministers and other church workers.

(a) Where consideration is being given to interior or exterior alteration, or demolition of Listed Buildings or buildings in a conservation area, it is necessary to comply with Ecclesiastical Exemption Legislation (see section 15).

(b) When a building is to be disposed of because it is no longer useful (as in some cases of closure or amalgamation of churches), the procedure is different, see para.5 of Schedule 2, Part I of the URC Act 1972 as amended by the URC Act 1981.

8.2 When a church decides to sell a site and/or buildings, the procedure is as follows:-

(a) A Church Meeting resolution agreeing to the sale of the property as at Appendix F1 should be submitted to OMCG and the Synod Property Officer.

(b) The Synod Property Officer, in consultation with OMCG, will deal with the sale of the site and/or buildings (Appendix F2), following agreement by Synod Council and Trust.

(c) The use of the proceeds of sale shall be as allowed in Schedule 2 of the URC Acts of 1972 and 1981 and shall be vested as directed by the Synod Trust. Money arising from the sale of manses shall be vested in the Synod Manse Fund as directed by the Synod Trust.

## 8.3 PURCHASE OF PROPERTY/LEASEHOLD

A local church wishing to request that the Trust acquire land, buildings or the leasehold of property should proceed as follows:-

a) A resolution as set out at Appendix G1 should be submitted to Church Meeting authorising the acquisition of a named property for a certain sum, or similar property up to a given amount, subject to the approval of OMCG and Synod Trust.

(b) A copy of this resolution together with the information requested on Appendix G2 should then be sent to the Synod Property Officer seeking approval to the said purchase, and financial assistance if required.

## 8.4 DEMOLITION OF BUILDINGS

Rules A local church wishing to demolish a building which is no longer required as a place for religious worship or as a residence for a minister or other church worker, should proceed as follows:-

(a) A Church Meeting Resolution as at Appendix H1 requesting approval of a demolition should be submitted to OMCG and the Synod Property Officer.

(b) A copy of this resolution together with the information requested on Appendix H2 should then be sent to the Synod Property Officer seeking approval to the said demolition, following agreement by Synod Council and Trust.

Guidelines Because of the unfortunate experiences a number of churches have had over the demolition of buildings, e.g. stripping the building of re-saleable material, then disappearing and leaving the shell for someone else to deal with, the following guidelines should be followed in appointing a demolition contractor.

(a) Arrangements for demolition should be carried out through a firm of architects, who seek tenders, make the arrangements and issue payment certificates in the same way as for the construction of a building. This ensures that such items as insurance are dealt with properly, that payment is only made for work actually carried out, and that the site is left in a properly cleared condition. Clearly this means paying the expenses of the architect, but this is often much cheaper than dealing with the results of the work of unsatisfactory contractors.

(b) Estimates vary widely, not just by 10 or 20% which is not unusual for the same tender from building contractors. It is therefore advisable to arrange for at least 3 tenders to be sought.

(c) Contractors likewise vary in their professional standing and integrity. We would suggest that only contractors who are members of the National Federation of Demolition Contractors and for whom your architect can vouch, should be employed.

(d) Confirmation should be obtained from the architect that the demolition arrangements will comply with the Construction (Design and Management) Regulations, 1994 (see Appendix N), which apply to all cases of demolition.

## 9 INSURANCES

9.1 It is the responsibility of the local church Elders Meeting to ensure that all church buildings and contents (including manses and other properties owned by the church) are fully insured against fire and other risks. The insurance cover should be reviewed annually and should be updated immediately circumstances change (eg. a new piano is donated to the church, a paid caretaker or cleaner is employed for the first time).

N.B. The insurance of contents of a manse is the minister's responsibility.

9.2 All local churches are required to carry out a fire safety risk assessment and to review this regularly. Churches should appoint a member as their Fire Officer, who will be responsible for the Fire Risk Assessment. The assessment can be carried out by external contractors for a fee. Any action deemed necessary following the assessment must be undertaken without delay.

9.3 If in doubt about the adequacy of current insurance cover, consult your Insurer. The risks which need to be insured are as follows :

(a) Buildings - including ancillary church buildings (eg. halls, school rooms), manses, including fittings and fixtures and central heating system. The current amount of cover should incorporate the cost of demolition, clearing the site, rebuilding to the same size and style, professional fees (architects,

surveyors, structural engineers, legal), fixtures and fittings, services and VAT where applicable.

- (b) Contents - including pulpit, pews, organ and everything within the building which is not a fixture or fitting. It is important to ensure that the insurance covers the cost of total replacement of all contents. To achieve this end, it is helpful to obtain professional quotations for expensive items, organs, pianos, silverware, carpeting, etc.
- (c) Glass - including stained glass windows and other fixed glass. The insurance cover should be adequate to cater for the cost of repair or replacement. To achieve this end, it is helpful to obtain professional quotations for renewal of stained glass or special windows.
- (d) Loss of income/use of alternative premises if the church is unusable - The loss of income should include all current and potential income which would be lost if the church was unusable.
- (e) Money - The amount covered should cater for days when income is exceptionally high.
- (f) Employers Liability - Where a church has a paid employee (eg. caretaker, cleaner, organist) who could sustain an injury in the course of their duties, it has a legal responsibility to hold employers' liability insurance and to display publicly the certificate of insurance.
- (g) Public Liability - This item covers accidents to the public whilst on church premises or land or as a result of damage to the building, eg. falling slates. Normally a church's insurance policy covers the church and its own organisations only. Before agreeing to the use of premises by an outside organisation, a church should obtain written confirmation from that body that it has its own public liability insurance cover. Similarly, before contractors are instructed to work on church premises, written confirmation should be obtained from them that they hold adequate public liability insurance.
- (h) Voluntary Workers - Covers death or injury sustained whilst a person is undertaking voluntary work for the church.

#### 10 PROFESSIONAL ADVICE

For all major projects, professional advice from external experts MUST be obtained. These services MUST be paid for. Note that "free" advice given by a local church member, for example, will not be covered by liability insurance should a mistake be made.

#### 11 CONTRACTORS RESPONSIBILITY

All major repairs, structural work and demolition, should be carried out by reputable contractors whose work is covered by insurance against defects in work. See 8.4 for special precautions in the case of demolition contracts.

## 12 VOLUNTARY WORK

Where D.I.Y work, e.g. electrical wiring, is carried out by local church voluntary labour, it should be supervised by a person who is fully qualified in that field, and where appropriate, certified by a “competent installer” in accordance with Building Regulations.

## 13 MANSES

### 13.1 STANDARDS OF ACCOMMODATION

(a) The manse is an important factor in the life of the pastorate, not merely in the life of the minister and family. The choice and maintenance of a manse therefore calls for a good deal of attention and a fair amount of expenditure.

(b) To the minister, the facilities in a manse provided represent not only part of remuneration but an indication of the care and esteem of the church for the minister, so that a poor manse may be a disincentive. (See Plan for Partnership)

(c) Recommended standards of accommodation are set out in the Plan for Partnership.

### 13.2 SALE, PURCHASE, MAINTENANCE, LEASE

(a) The Rules of Procedure set out in earlier sections of this handbook should be followed for the sale, purchase and lease of manse properties.

(b) The maintenance of manses is of particular importance and annual inspections and discussions with the minister should be undertaken by the local Church to agree a programme of internal and external redecoration, repairs and refurbishing. It is strongly recommended that the manse is inspected annually in order to determine any repairs and refurbishment required. It is most important that the adequacy and condition of an existing manse is critically reviewed as soon as a pastorate becomes vacant and before Synod concurrence is given for future ministry.

(c) maintenance and repair of manses is the responsibility of the local church or Area Pastorate/Grouping. This includes payment of insurance premiums.

## 14 ECCLESIASTICAL EXEMPTION

- 14.1 The United Reformed Church has the benefits of Ecclesiastical Exemption, which relates to buildings which are listed or within a conservation area. The primary benefit of Ecclesiastical Exemption is that it allows the requirements of worship to be taken more fully into consideration alongside those of the building.
- 14.2 A church proposing to undertake any works to the interior or exterior of a building which is listed or in a conservation area must comply with details in Appendix P. Failure to do so may lead to an individual church losing its right to exemption and being brought fully within the secular system.
- 14.3 To ensure that the correct procedure is followed, and delays are avoided, churches are advised to consult with the Synod Property Officer at an early stage in their planning of proposals for works to a building which is listed or in a conservation area.

PROPERTY GUIDELINES AND RULES

LIST OF FORMS (APPENDICES) REFERRED TO IN THIS HANDBOOK

(Copies of Forms may be obtained from Synod Property Officer)

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R	The Party Wall etc. Act 1996	70/71
S	Guidelines for Use of Church Premises by	72/73



T	Third Parties Policy on the sale of land and buildings (May 2024)	74/77
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EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

CHANGE OF TRUSTEESHIP TO:

UNITED REFORMED CHURCH (EAST MIDLANDS PROVINCE) INCORPORATED

SPECIAL RESOLUTIONS

At a SPECIAL CHURCH MEETING of .....United Reformed Church,

at.....

duly convened and held at .....United Reformed Church

on the ..... day of .....20....

the following SPECIAL RESOLUTIONS were duly passed:-

1. That all present and former Trustees of .....United Reformed Church shall be discharged from the office of Trustees with immediate effect and The United Reformed Church (East Midlands Synod) Incorporated, be and is hereby appointed sole Trustee of all the property and premises belonging to or held in trust for the said Church in the place of all present and former Trustees thereof.
2. That the Chair of this Meeting shall execute the necessary Memorandum of Choice and Appointment to give effect to the appointment of The United Reformed Church (East Midlands Synod) Incorporated, as Trustee.

..... Signed by

Chair

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

ALTERATIONS, IMPROVEMENTS, REPAIRS TO BUILDINGS

**PART A** to be completed by the local church making the application and sent to the Synod Property Officer.

1. Name of Church:  
Number:  
Trustees: ...../The United Reformed Church East  
Midlands Synod Incorporated
  
3. Address of property to be altered:
4. Is property freehold? Yes/No  
If leasehold, state unexpired term of lease: N/A/.....
5. Is building a listed building or located in a conservation area? Yes/No
6. Is planning permission required? Yes/No  
If so, has it been obtained? Yes / No / N/A  
If yes, please provide copy of planning consent
7. Has an Architect/Surveyor been appointed? Yes/No  
If yes, give name and address:
  
8. Proposed alterations:
9. Estimated cost of work, including fees.....
10. Resources available for project:
  - (a) Capital or reserve funds held for benefit of church.....
  - (b) Already raised .....
  - (c) Promised .....
  - (d) Interest free loans .....
  - (e) Other loans.....

Date .....

Signature of Church Secretary .....

THIS APPLICATION MUST BE SUPPORTED BY THE FOLLOWING DOCUMENTS:

- (a) Copy of approved Church Accounts (including balance sheet) for last two years
- (b) Plans of proposed alterations
- (c) Estimates of work and fees
- (d) Resolution from the Church Meeting

**PART B** - Local Church to complete 11-14 if financial assistance required.

- 11. Resolution of Church Meeting authorising project.
- 12. Amount of financial assistance requested:
  - (a) As a grant.....
  - (b) As a loan.....
- 13. Amount of loans to the church at present outstanding:
  - (a) Original amount of loans .....
  - (b) Amounts outstanding .....
  - (c) Expected date of final payment .....
- 14. Has application for financial assistance been made to any other source? Yes/No  
If YES, give details .....

**PART C** - To be completed on behalf of OMCG.

- 15. Text of OMCG's recommendations attached, including assessment of pastoral need and amounts of:
  - (a) Grant .....
  - (b) Loan .....
- Date .....
- Signature of OMCG Convenor .....

**PART D** - To be completed by the Synod Property Officer.

- 16. Decision of Synod Trust:
  - (a) Grant .....
  - (b) Loan .....
  - (c) Repayable over .....years
  - (d) Rate of interest .....
- Signature of Property Officer ..... Date.....
- Trust Secretary notified ..... Date.....  
(Where appropriate)
- Synod Treasurer notified ..... Date.....
- Church Treasurer notified ..... Date.....

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

AMALGAMATION OF UNITED REFORMED CHURCHES

This resolution is to be completed by all of the churches proposing to unite.

At a meeting of the .....United Reformed Church, duly convened and held on the .....day of.....20.....

at ..... the following resolutions were passed and recorded in the Church Meeting Minute Book.

Signed ..... Chairman

**CHURCH 'A' (the closing church) RESOLVED:**

- (a) that 'A' United Reformed Church amalgamate with 'B' United Reformed Church to form a church to be known as 'C' United Reformed Church, meeting on the premises of the present 'B' United Reformed Church and that this amalgamation take place with effect from .....20.....
- (b) that all the funds and investments held by 'A' United Reformed Church be held, as from the time of the amalgamation, in the name of and on behalf of the new Church 'C'.
- (c) that the church officers be and they are hereby authorised to take the necessary steps for the closure of the existing bank accounts and the transfer of funds to the account of the new church 'C' as from the date of amalgamation.
- (d) that, subject to the approval of Synod Trust as provided for in the Acts, the property officer is hereby authorised to obtain a valuation of the premises at present occupied by 'A' URC and of other premises belonging to them, and subsequently to offer them for disposal in accordance with the valuation received or as they may be professionally advised. The Trust will then apply the net proceeds of sale as Synod shall determine under the provision of the URC Act of 1972 Schedule 2 Part para.2(d) as amended by the URC Act 1981.
- (e) that all bequests under which 'A' URC has a vested or contingent interest before the date of amalgamation shall be paid and applied to 'C' URC for the benefit of 'C' URC and the receipt of the treasurer for the time being of 'C' URC shall be a good and sufficient discharge for the same.
- (f) that all income tax repayments and any other monies whatsoever becoming due and payable to 'A' URC after the date of amalgamation shall be paid and applied to 'C' URC in sufficient discharge of the same.

(Continued Overleaf)

## APPENDIX C (continued)

At a meeting of the .....United Reformed Church, duly convened and held on the .....day of .....20..... at .....the following resolutions were passed and recorded in the Church Meeting Minute Book.

Signed .....Chairman

### **CHURCH 'B' (the church in whose premises the new church will meet) RESOLVED**

- (a) that 'B' United Reformed Church amalgamates with 'A' United Reformed Church, meeting on the premises of the present 'B' United Reformed Church
- (b) that this amalgamation takes place with effect from .....20.....
- (c) that all funds and investments held by 'B' United Reformed Church be held as from the time of the amalgamation in the name of and on behalf of the new Church 'C'.
- (d) that the church officers be and are hereby authorised to take the necessary steps for the closure of the existing bank accounts and the transfer of funds to the account of the new church 'C' as from the date of amalgamation.
- (e) that all bequests under which 'B' URC has a vested or contingent interest before the date of amalgamation shall be paid and applied to 'C' URC for the benefit of 'C' URC and the receipt of the treasurer for the time being of 'C' URC shall be a good and sufficient discharge for the same.
- (f) that all income tax repayments and any other monies whatsoever becoming due and payable to 'B' URC after the date of amalgamation shall be paid and applied to 'C' URC and the receipt of the treasurer for the time being of 'C' URC shall be good and sufficient discharge of the same.

NOTE: If the closing church has a Minister's residence and/or other Church Worker's residence, a Church meeting resolution to dispose of said property would be required to be sent to OMCG and the Property Officer for approval by Synod Council and Trust.

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

CLOSURE OF CHURCHES

CHURCH MEETING RESOLUTION

To the Convenor of OMCG (copy to Property Officer)

The Church Meeting of.....

United Reformed Church at .....

on .....resolved that:- the use of the .....

United Reformed Church premises at .....

is no longer possible in accordance with the purpose outlined in the URC Act 1972, Schedule 2, Part I, Paragraph 1 - their continued retention would not serve the purpose of the United Reformed Church and therefore recommends that OMCG shall direct the property officer to dispose of the premises subject to Synod Council and Trust approval and apply the net proceeds in the manner provided for in the URC Act 1972 Schedule 2 Part 1 paragraph 2(d) as amended by the URC Acts 1981 and 2000.

Date .....Signature of Chair.

----

OMCG at its meeting duly held on .....20.....

at ..... accepts the resolution of the above Church regarding the premises Church situated at

.....

and subject to Synod Council and Trust approval instructs the property officer to dispose of the said premises and apply the net proceeds as the Synod Trust shall direct under the provisions of the URC Act 1972 Schedule 2 Part I paragraph 2(d) as amended by the URC Acts 1981 and 2000.

Date .....

Convenor of OMCG .....

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

LEASE OF CHURCH PREMISES

Resolution of Church Meeting of

.....United Reformed Church.

At a meeting of the .....United Reformed Church,  
duly convened and held on the .....day of .....20.....  
at ....., the following resolution was duly passed and  
recorded in the Church Meeting Minute Book.

Signed .....Chairman      Date .....

RESOLVED to request OMCG to agree, subject to Synod Council and Trust approval, to  
leasing the property situated at:

.....

and at present used as .....

and subsequently that a lease of the above be negotiated upon such terms as may mutually  
be agreed, as provided for by Schedule 2 of the United Reformed Church Act 1972 as  
amended by the United Reformed Church Acts 1981 and 2000.

*NOTE Church to complete and attach Appendix E2*



EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

LEASING OF CHURCH PREMISES

To the Convenor of OMCG re leasing of Church premises

*Paragraphs 1 to 5 to be completed by the local church making the application.*

1. Name of Church .....  
Church Number .....
  
2. Trustees: (If private Trustees, please give name and address of Secretary)  
.....
  
3. Is the proposed lease:  
a) A renewal of an existing one? .....  
b) A lease of the property for the first time? .....
  
4. Description of the property to be leased:  
Address .....  
Type of property (manse, school, etc.) .....  
Present use .....
  
5. Date of Church Meeting at which Resolution was passed.....

Date.....

Signature of Church Secretary .....

(Continued overleaf)

**APPENDIX E2 (continued)**

6. To the Synod Property Officer

OMCG Recommendation to Synod Council and Trust

Signature of Convener of OMCG

.....

Date .....

7. Synod Solicitor instructed by Synod Property Officer.

Date ..... Initials .....

8. Copies of lease prepared

Lease signed            Date ..... Initials .....

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

SALE OF CHURCH PROPERTY

Resolution of Church Meeting of

..... United Reformed Church

At a meeting of the ..... United Reformed Church,  
duly convened and held on the .....day of .....20.....  
at ..... the following resolution was duly passed  
and recorded in the Church Meeting Minute Book

Signed .....Chairman

Date .....

**RESOLVED THAT:**

- A. Subject to the approval of OMCG, and subject to Synod Council and Trust approval, to sell the above site and/or buildings at the valuation price or such other sum as may be subsequently recommended by the Surveyors acting on behalf of the Trust.
  
- B. The Synod Trust and be asked to approve the allocation of money from the net proceeds of the sale for the following purposes: (as allowed for by the United Reformed Church Act of 1972 as amended by the United Reformed Church Acts 1981 and 2000).

*NOTE Church to complete and attach Appendix F2*

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

SALE OF CHURCH PROPERTY

To the Convenor of OMCG

Re SALE OF CHURCH PROPERTY

Paragraphs 1 to 7 to be completed by the local church making the application.

1. Name of Church .....
  
2. Church Number .....
  
3. Trustees: (If private Trustees, please give name and address of Secretary)  
.....
  
4. Date of Church Meeting at which Resolution was passed .....

Date ..... Signature of Church Secretary.....

(Continued Overleaf)

**APPENDIX F2 (continued)**

To the Synod Property Officer

5. OMCG RECOMMENDATION TO SYNOD COUNCIL AND TRUST

Date .....

Signature of the Convenor OMCG .....

6. Agents instructed by Synod Property Officer

Date .....

7. To note:

Date of Sale .....

Price realised .....

Net after costs .....

**APPENDIX G1**

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

PURCHASE OF PROPERTY/LEASEHOLD

Resolution of Church Meeting of

.....United Reformed Church

At a meeting of the .....United Reformed Church duly convened and held on the .....day of .....20..... at ..... the following resolution was duly passed and recorded in the Church Meeting Minute Book

Signed .....Chairman Date .....

RESOLVED THAT

A. The Trustees be and, subject to the approval of OMCG as provided for in the United Reformed Church Acts 1972/81/2000, are authorised to purchase on behalf of the Trust the property known as ..... for the sum of ..... or such other price as the Trustees may be professionally advised.

B. In the event of the above property not being available, the Trustees be authorised to purchase on behalf of the Trust another property at a similar price in accordance with instructions given with the authority of the Church Meeting.

*NOTE Church to complete and attach Appendix G2*

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES  
PURCHASE OF PROPERTY/LEASEHOLD

To the Convenor of OMCG

*Paragraphs 1 to 5 to be completed by the local church making the application.*

1. Name of Church .....
- Number .....
2. Trustees: (If private Trustees, please give name and address of Secretary)  
.....
3. Date of Church Meeting authorising acquisition of property  
.....
5. Vendor..... Asking price .....
- Agents ..... Proposed use .....

Date .....

Signature of Church Secretary .....

(continued overleaf)

**APPENDIX G2 (continued)**

To the Synod Property Officer, subject to Synod Council and Trust approval,  
Please arrange to acquire the said property/leasehold in accordance with the foregoing  
recommendations:-

Date .....

Convenor of OMCG .....

Date of purchase .....

Net price .....

Costs .....

Location of Title Deeds .....



EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

DEMOLITION OF BUILDINGS

Resolution of Church Meeting of

..... United Reformed Church

At a meeting of .....United Reformed Church duly convened

and held on .....day of .....20.... at .....

..... the following resolution was duly passed and recorded

in the Church Meeting Minute Book.

Signed ..... Chairman

Date .....,

RESOLVED that

1. tenders be obtained through the property officer for the demolition of the  
.....buildings  
situated at .....

2.

which are no longer required as:

place of religious worship / residence for a minister or church worker

*(delete whichever is not appropriate)*

Subject to the approval of OMCG and Synod Trust, as provided for in the United Reformed  
Church Acts, to place the contract for the demolition of the said buildings.

*NOTE Church to complete and attach Appendix H2*

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

PROPERTY GUIDELINES AND RULES

DEMOLITION OF BUILDINGS

To the Convenor of OMCg and the Secretary of the Trust

*Paragraphs 1 to 3 to be completed by the local church making the application.*

1. Name of Church .....
  
- Church Number .....
2. Trustees: (If private Trustees, please give name and address of Secretary)  
.....
3. Property to be demolished .....

Signature of Church Secretary .....

## APPENDIX H2 (continued)

To Synod Property Officer

### 3. SYNOD TRUST AND OMCG RECOMMENDATION

Please concur with a demolition contract in respect of the said building and in accordance with the foregoing recommendations.

Date .....

Chair of the Synod Trust.....

Date .....

Convenor of OMCG .....

To note:

Terms of demolition contract

Date for completion

Cost

Date .....

Signature of Property Officer .....

# APPENDIX I

**THE UNITED REFORMED CHURCH  
EAST MIDLANDS SYNOD  
ECCLESIASTICAL EXEMPTION**

**FORM 1  
APPLICATION TO LBAG for  
permission to carry out Works**

Church Number                      Contact for correspondence                      Name of local church (or other body):

**THE APPLICANTS**                      Address                      Address

Postcode                      Tel:                      Postcode

<b>REQUEST TO THE Listed Buildings Advisory Group (LBAG)</b>	1 The above Church seeks authority for the Works described in the Schedule hereto. The aims and full particulars are accurately shown in the designs, plans, reports, photographs, specifications and other documents accompanying this application.
<b>* = delete options that do not apply</b>	2 (a) The Local Planning Authority is: (b) A local newspaper circulating in the area is:
<i>Checklist of supporting documents to be submitted:</i> - The Schedule of works - Quinquennial Survey Report - All designs & plans - Resolution from Church meeting - Completed questionnaire plus any appropriate correspondence	<b>3 COST OF CARRYING OUT THE WORKS:</b> * (a) an *estimate/quotation for these works has been obtained from the contractor or supplier named in answer to Q.10 on the attached questionnaire in the sum of £..... * (b) the *architect/surveyor engaged in respect of the works (Q.9 on the questionnaire) has indicated the cost as being of the order of £..... * (c) no estimate, quotation or indication of cost has been obtained.
	<b>4. MEANS OF FUNDING:</b> * (a) the Church will contribute to the cost of the works approximately £ ..... which is immediately available from the following source(s): * (b) the Church proposes to raise any balance in the following ways:  * (c) the works will be paid for privately or by way of gifts which have already been made or promised
	5. At its Meeting on                      the Church passed a resolution relating to the works *unanimously / *without dissent / *by a simple majority of those present & voting A copy of the resolution signed by the *Chairman / *Secretary is attached.
	6. Members of the public or Consultative Bodies may inspect the plans etc. locally at: - by prior arrangement with:

SIGNATURES: The statements in this Application, Schedule, Questionnaire and other attachments are true and complete to the best of the knowledge and belief of each one of us.  
Signatures and names printed below:

1 ..... 2 ..... Date .....

## APPENDIX I (cont'd)

**THE UNITED REFORMED CHURCH**  
**EAST MIDLANDS SYNOD**  
**ECCLESIASTICAL EXEMPTION**

**APPENDIX TO FORM 1**  
**SCHEDULE OF WORKS OR PURPOSES**

<b>REFERS TO:</b>	Application from ..... Church (other body)  Dated .....
<b>AIMS</b>	Give a concise summary below of the reasons why you wish to carry out the alterations and list the key desired outcomes:
<p><b>SUMMARY OF THE WORKS</b></p> <p><b>Special notes:</b></p> <p><b>The subject and position of any window, table or other memorial and the wording of any inscription should be included.</b></p> <p><b>Any approval granted in response to this application can only authorise works which are clearly included in this application.</b></p>	Set out clearly below, in numbered paragraphs, what you want permission to do. All relevant designs, plans, reports, specifications and other documents identifying the works to be undertaken must be appended with appropriate cross references against each paragraph.

## APPENDIX I (cont'd)

**THE UNITED REFORMED CHURCH  
EAST MIDLANDS SYNOD  
ECCLESIASTICAL EXEMPTION**

**APPENDIX TO FORM 1  
QUESTIONNAIRE (PAGE 1 OF 3)**

**REFERS TO APPLICATION FROM..... CHURCH (or other body)**

**DATED:.....**

QUESTION NO.	All questions must be answered – mark N/A if not applicable. Use a separate sheet, duly identified, for explanations requiring more space.	Enter requested facts or circle the appropriate option
1	What is the approximate date of construction of this building?	
2 (a)	Is the building listed as one of historic or architectural interest under the Planning (Listed Buildings & Conservation Areas) Act 1990?	YES NO
(b)	If YES, state what grade	I II III
(c)	Is the building within a Conservation Area as defined by such Act?	YES NO
3	Has any previous approval relevant to the present proposals been sought or granted? If YES, give details and date	YES NO
4	Is grant aid being sought from any organisations? If YES, with what result? <i>Attach copies of correspondence including any applications and any offer by way of assistance or grant</i>	YES NO
5 (a)	Has the building previously been the subject of a grant from English Heritage or one of its predecessors?	YES NO
(b)	If YES, have the present proposals been reported to English Heritage?	YES NO N/A
(c)	If YES again, state the result <i>If appropriate, send copies of correspondence showing that EH agree with the specification for the proposed Works</i>	
6	If any external works to the buildings are proposed, has outline or detailed planning permission been sought? If YES, with what result? <i>Attach a copy of any planning permission or notice of refusal</i>	YES NO N/A
7	Is any part of the building to be demolished?	YES NO
8 (a)	Is work proposed to a churchyard or land occupied with the Church Building?	YES NO
(b)	If YES, will any grave, reserved grave spaces, monuments or inscriptions be interfered with?	YES NO
(c)	If YES, (i) how will they be dealt with?  (ii) to what extent do the owners consent and on what terms?  (iii) if owners have not been found, what efforts have been made to find them? <i>(The consent of known near relatives should be sought as if they were the owners)</i>	

## APPENDIX I (cont'd)

**THE UNITED REFORMED CHURCH  
EAST MIDLANDS SYNOD  
ECCLESIASTICAL EXEMPTION**

**APPENDIX TO FORM 1  
QUESTIONNAIRE (PAGE 2 OF 3)**

**REFERS TO APPLICATION FROM..... CHURCH (or other body)**

**DATED:.....**

QUESTION NO.	All questions must be answered – mark N/A if not applicable. Use a separate sheet, duly identified, for explanations requiring more space.	Enter requested facts or circle the appropriate option
8 (d)	(i) Will there be interference with a grave containing a burial made between 1914 and 1947? If YES, what is the name of the deceased and date of burial?	YES NO
	(ii) Will there be interference with a memorial commemorating a death between 1914 and 1947? If YES, what is the name of the person commemorated and date of death?	YES NO
	(iii) Does any grave in (i) or (ii) appear to be a War Grave?	YES NO N/A
	(iv) Does the Commonwealth War Graves Commission consent to the proposed works? <i>Attach any letter of consent</i>	YES NO N/A
(e)	Is any such monument listed as being of historic or architectural interest under the Planning (Listed Buildings & Conservation Areas) Act 1990?	YES NO N/A
(f)	Is the land in question consecrated?	YES NO N/A
(g)	Has any part of the land on which the Works will take place ever been used for burials?	YES NO
(h)	Is any part of the churchyard or other land occupied with the Church Building still being used for burials?	YES NO
(i)	If a Churchyard is no longer in use, has it been closed by the decision of Church Meeting? If YES, state the date of the Church Meeting	YES NO N/A
9 (a)	In relation to the Proposed Works, has an architect or surveyor been (i) instructed?	YES NO
	(ii) consulted?	YES NO
(b)	If YES to either part of (a), state (i) Their name, address and qualification;  (ii) Why they have been instructed/consulted regarding these works	
10	What information is available as to contractors, builders, electrical engineers, organ builders, artists or other persons who might be instructed to carry out the Proposed Works?	
11	If the Proposed Works would affect the organ or the electrical installation or will affect the security of the Church Building against fire, vandalism, theft or other risks, has the consent of the insurers of the church building been sought? <i>(A copy of the Insurers' approval or other reply must be submitted)</i>	YES NO

## APPENDIX I (cont'd)

**THE UNITED REFORMED CHURCH  
EAST MIDLANDS SYNOD  
ECCLESIASTICAL EXEMPTION**

**APPENDIX TO FORM 1  
QUESTIONNAIRE (PAGE 3 OF 3)**

**REFERS TO APPLICATION FROM..... CHURCH (or other body)**

**DATED:.....**

QUESTION NO.	All questions must be answered – mark N/A if not applicable. Use a separate sheet, duly identified, for explanations requiring more space.	Enter requested facts or circle the appropriate option
12 (a) (b)  (c)	Do bats roost in any parts of the Church Building? If YES, do you or your architect or surveyor think that the works or purposes might harm or disturb bats or their roosts? If YES again, have you obtained advice from English Nature? <i>(Attach a copy of any advice received).</i>	YES NO  YES NO N/A  YES NO N/A
13 (a) (b)	How soon will work start after approval is granted? After work starts, how long will it take for all to be completed?	
14 (a)   (b)   (c)	If Works inside a Church Building are proposed: (i) Will public worship or the mission of the Local Church be interrupted? (ii) If YES, what alternative arrangements are proposed? (i) Will any graves, monuments or inscriptions be affected? (ii) If YES, how will they be affected? (iii) Have the owners consented and on what terms? (iv) If the owners have not been found, what efforts have been made to find them? If a commemorative plaque or other memorial is proposed to be introduced into the Church Building, what special contribution has been made by the person to be commemorated to the life of the Church, country or humankind? What circumstances make it appropriate to commemorate that person in this Church Building?	YES NO N/A   YES NO N/A  YES NO N/A
15 (a) (b) (c) (d)  (e) (f)	Is the disposal of any item of church property contemplated? If YES, has a professional valuation been obtained? If YES to (b), what is the stated value? <i>(attach copy)</i> If NO to (b), then what is your estimate of the value of the item(s)? How do you propose to dispose of the item(s)? How do you wish the proceeds of sale to be applied?	YES NO YES NO N/A
16	Is there any further information which the Applicants would like LBAG to take into account? If YES, please set this out in an accompanying statement or letter	YES NO



**APPENDIX J**

**HIRING AGREEMENT FOR USE OF ROOM(S) AT  
.....UNITED REFORMED CHURCH**

NAME OF HIRER .....

ADDRESS OF HIRER .....  
.....

DATE OF EVENT/DATES OF HIRE .....

NATURE OF EVENT/USE OF PREMISES .....

We/I the undersigned accept that .....United Reformed Church cannot be held responsible for loss, damage or injuries sustained at ..... if associated or connected in any way with the event(s) or control of the event(s) to which this hire relates. Further, we/I agree to indemnify ..... United Reformed Church in respect of any damage occasioned to property arising out of the negligence of the hirer and/or their invitees.

We/I the undersigned agree to accept full responsibility for compliance with The Children Act 1989 whilst using the premises of .....United Reformed Church. **(Note A)**

We/I agree to the following conditions of the hire:-

- (1) A sum of £..... will be donated to ..... United Reformed Church in advance of the hiring. Cheques should be made payable to .....United Reformed Church and sent to ..... Payments may also be made by BACS transfer, please ask for details.
- (2) The hirer will be responsible for maintaining total security, safety and cleanliness of the building.
- (3) No smoking is permitted in any part of the building.
- (4) No alcohol or drugs shall be brought onto the premises at any time.
- (5) Breakages or damage to fittings, fabric or contents of the building must be reported immediately to ..... We/I undertake to pay the cost of repair or replacement.
- (6) ..... will be the responsible person on behalf of the hirer for holding the key and ensuring security of the building.
- (7) No property of any kind belonging to the hirer or any-one in the building in connection with the hire of the room(s) shall be left on the premises. If anything is left on the premises in contravention of this provision it shall become the property of the church to be retained, used or disposed of as the Church may see fit.
- (8) The hirer will provide a copy of their safeguarding policy and liability insurance policy prior to the hiring commencing.

SIGNED .....

NAME (please print) .....

DATE .....

NOTE: (A) This clause needs to be included only when the hire is for use of the premises by children/young people.

MANSE FUND APPLICATION FORM

A 1	Name of Church	
2	Year Book Number	
3	Full Postal Address of Manse	
4	Name, address email and telephone number of local church contact from whom further information can be obtained if required.	
5	Brief description of existing premises issues and concerns	
6	<ol style="list-style-type: none"> <li>1. Is the work identified in a current quinquennial report?</li> <li>2. Is the work required to meet legislative requirements?</li> <li>3. If not, is it an emergency?</li> <li>4. Will any maintenance work be obviated by this new work?</li> </ol>	<p>Yes / No (delete as appropriate)</p> <p>If yes, please give details</p> <p>If yes, please give details</p>
7 42	Do any formal permissions [such as from EM Trust, LBAG, Planning, Building Regulations] need to be obtained?	If yes, please give details

<p><b>B</b> 1</p>	<p>Work required</p>	<p>Please give as much detail as possible and include any written comments, enclose a minimum of 2 quotations from professional sources.</p>
<p>2</p>	<p>Why is this necessary?</p>	

To make a claim on this fund, please complete the application form in all respects and send with all documents, including latest accounts, to:

Synod Property Officer –

It is preferred requests are sent by email [property@urc5.org.uk](mailto:property@urc5.org.uk)

Postal address is :           The United Reformed Church – East Midlands Synod  
1 Edwards Lane, Nottingham. NG5 3AA

## APPENDIX L

### CHURCH BUILDING FUND APPLICATION FORM

A 1	Name of Church	
2	Year Book Number	
3	Full Postal Address	
4	Name, address email and telephone number of local church contact from whom further information can be obtained if required.	
5	Brief description of existing premises issues and concerns	
6	<ol style="list-style-type: none"> <li>1. Is the work identified in a current quinquennial report?</li> <li>2. Is the work required to meet legislative requirements?</li> <li>3. If not, is it an emergency?</li> <li>4. Will any maintenance work be obviated by this new work?</li> </ol>	<p>Yes / No (delete as appropriate)</p> <p>If yes, please give details</p> <p>If yes, please give details</p>
7	Do any formal permissions [such as from EM Trust, LBAG, Planning, Building Regulations] need to be obtained?	If yes, please give details
44 8	Has a claim to the fund been made in the last five years?	If yes, please give date, amount granted and purpose of grant.

B 1	Work required	Please give as much detail as possible and include any written comments, enclose a minimum of 2 quotations from professional sources.
2	Why is this necessary?	
3	Is the building part of an Ecumenical Partnership (LEP)?	Yes / No (delete as appropriate) If yes, please give details of partner denominations. If yes, is it subject to a Sharing Agreement? Yes / No If yes, please give details, including the percentage shares
4	Amount of claim (maximum of 50% up to £10,000)	

To make a claim on this fund, please complete the application form in all respects and send with all documents, including latest accounts, to:

Synod Property Officer –  
It is preferred requests are sent by email [property@urc5.org.uk](mailto:property@urc5.org.uk)

Postal address is :           The United Reformed Church – East Midlands Synod  
1 Edwards Lane, Nottingham. NG5 3AA

### EAST MIDLANDS SYNOD

### OF THE UNITED REFORMED CHURCH

### PROPERTY GUIDELINES AND RULES

#### ANNUAL INSPECTION

The annual inspection and report on the state and condition of all church properties (see 3.1a) including the manse, should be conducted on the lines of the following questionnaire. This inspection is in addition to the five-yearly survey carried out by a professional person arranged by the Synod. If in doubt, local churches are strongly advised to obtain the opinion of an expert on the state of the fabric of its properties.

1. AVOIDANCE OF HAZARDS (failure to do so could invalidate insurance policy)
  - (a) Ensure rubbish, particularly combustible materials, is cleared, rather than allowed to accumulate.
  - (b) Ensure that fire precautions and procedures are in place, and escape routes are signed and left clear.
  - (c) Ensure that inflammable and hazardous materials are stored only when necessary, and if so, storage is undertaken in accordance with legislation and the manufacturers recommendations.
  - (d) Ensure that kitchens comply with standards stipulated in current health and hygiene regulations. If in doubt, consult with your local authority.
  - (e) Control growth of trees and shrubs by trimming, lopping, and felling as necessary. Care must be taken to avoid the growth of trees and shrubs damaging paths/roadways, undermining foundations, excluding light entering a building or resulting in leaf-fall blocking drains, gutters or drainpipes.
  
2. LAND Is the land completely fenced in on all sides?
  
3. FENCING Condition of fencing and gates
  
4. DRIVES, CAR PARKS AND PATHS, GROUNDS Condition
  
5. IS ANY PORTION OF THE LAND being used by  
any outside body without payment of rent?  
If so, what precaution is being taken to prevent the  
possible loss of title by acquisition of squatters rights?
  
6. BUILDINGS (Church, Hall, Manse, etc.) Amount for which insured?
  
7. ROOF
  - a. Condition of roof covering
  - b. Are there any leakages?
  - c. Flashings, loose or requiring pointing.
  - d. Is any lead missing?

## APPENDIX M(continued)

### 8. WALLS

- a. Condition of wall material, any decay.
- b. Condition of pointing.
- c. Are walls noticeably out of plumb?
- d. Condition of chimneys.
- e. Condition of parapets.

### 9. DAMP PROOF COURSES

- a. Are they effective?
- b. Has soil been piled above the damp proof course or over the vent grids?

### 10. EAVES, GUTTERS Condition - when were gutters last cleaned out?

RAINWATER PIPES Condition: are they clear, leaking or corroded?

### 11. PARAPET GUTTERS AND VALLEY GUTTERS

Condition: are they clear, leaking or corroded?

### 12. FLOORS

What is the condition of the surface of wooden floors: are they badly worn down almost to the tongue and groove, with knots projecting?

What is the condition of solid floors: are they cracked or breaking up: is the surface smooth and easy to clean?

What is the condition of any carpets, mats, other floor coverings: are they safe?

### 13. CEILINGS

- a. Are there any signs of roof leakage on the ceiling?
- b. Are they out of level or showing signs of collapse?

### 14. WALLPLASTER

Condition (loose, cracked, disintegrating)

### 15. EXTERNAL WOODWORK

Any damage, rot worm/beetle attack?

### 16. GLASS (see also item 26)

- a. Leaded lights, condition (are they loose, "baggy" or many pieces broken)?
- b. Plate, sheet or wired: are there any broken squares?

## APPENDIX M(continued)

### 17. PAINTING

External condition and date of last painting on:

- a. Woodwork
- b. Steelwork and ironwork
- c. Steel casements, etc.
- d. Eaves, gutters and rainwater pipes
- e. Gates and railings

INTERNAL DECORATION, nature and date of last decoration.

### 18. DRAINS

Are they clean and running free and well ventilated?

### 19. SANITARY FITTINGS

- a. Water closets, number, type and condition
- b. Urinals ditto
- c. Sinks ditto
- d. Washbasins ditto
- e. Baths ditto

### 20. WATER SUPPLY

- a. Condition of pipes and fittings
- b. Condition of tanks
- c. Note any defects, leaking pipes, dribbling overflows, etc.

### 21. GAS INSTALLATION (see also item 26)

Note condition and efficiency in:

- a. Lighting
- b. Pilot lighting
- c. Fires
- d. Water heaters
- e. Water-filled column radiators
- f. Panel heaters
- g. Cookers
- h. Central heating boiler

### 22. ELECTRICAL INSTALLATION

Date of Installation

- a. Condition and efficiency including date of last professional inspection.
- b. Lighting (flood, pendants, fluorescent)
- c. Fires
- d. Tube heaters
- e. Cookers
- f. Water heaters
- g. Central heating boiler
- h. Electrical appliances - (see item 26)



## APPENDIX M (continued)

23. CENTRAL HEATING

- a. Type of installation
- b. Fuel (coke, gas, oil, electricity)
- c. Stoking, hand or mechanical
- d. Does it heat the premises adequately?
- e. Is it regularly inspected? Check gas flues.

24. VENTILATION

Is the space below the floor well ventilated by air grids, etc.?

25. ASBESTOS INSULATION

All asbestos insulation (e.g. lagging of pipework) should be identified and removed. It is essential that removal is undertaken by a specialist firm.

26. WORKPLACE, HEALTH, SAFETY AND WELFARE REGULATIONS 1992

The following aspects of these Regulations, which apply retrospectively to churches and manses, need to be observed:-

- (i) Gas appliances must be checked annually for leaks and safe function
- (ii) Electrical appliances must be tested annually in manses and every 5 years in Churches
- (iii) Lower level glazing (below 800mm) must be fitted with safety glass

### EAST MIDLANDS SYNOD OF THE UNITED REFORMED CHURCH

#### GUIDELINES FOR BUILDING MAINTENANCE

##### 1 GENERAL

- 1.1 Church buildings should be an asset to the church, should be a tool for mission, should facilitate and reflect joyous worship and witness and be a home for the nurturing fellowship.

Or they can be a liability, a financial drain to an impoverished fellowship, a cold and unwelcoming venue for a select group of people doing strange things behind closed doors. The test is to place yourself in the position of an 'outsider' looking at your buildings and interpreting what is seen.

- 1.2 These guidelines are mainly intended to avoid buildings becoming a financial drain, by advocating preventative maintenance and regular inspection. The importance of a professional quinquennial survey as noted in the Handbook of Property Guidelines and Rules cannot be overstressed. **The importance of taking note of the recommendations from the survey report and carrying them out cannot be overstressed.** In this way large and expensive problems should be avoided by early recognition and repair.

As part of its responsibilities as the legal owner of the Synod's buildings and Manses the Trust carries out a five-yearly (i.e. quinquennial) inspection which may generate a list of works required to be undertaken on the buildings (with priorities noted). It is the responsibility of the local church or group to attend to these works. The local church or group is required to pay a contribution towards the cost of the quinquennial inspection at the lesser of 50% of the cost or a pre-set maximum (currently £1,000).

- 1.3 It is well to recognise that there are Statutory Regulations that apply to church buildings, especially if they are used by the public other than for worship.

In particular:

1. Facilities for disabled people are mandatory if you are altering your building
2. Environmental Health regulations apply if you are preparing food for public consumption
3. Fire regulations are very strict in buildings of public assembly
4. Bat colonies are protected

and so on. In addition, your insurance company may wish to advise on or even stipulate work if full cover is to be maintained.

- 1.4 It may be possible for VAT on works carried out on listed buildings to be reclaimed using the governments Listed Place of Worship Scheme. Information on this can be obtained from the government website.

- 1.5 The golden rule is: **'if in doubt, ask'**  
It is not good stewardship to ignore the issue and hope it will go away. It won't. The Synod Property Officer will advise on building matters.

## APPENDIX N(continued)

### 2. THE BUILDING STRUCTURE

#### 2.1 Foundations

Foundations of older buildings are not as deep or firm (if they exist at all) as modern structures. They are therefore likely to be affected by movement from:

1. changes in ground water, particularly if the soil is clay. Excessively dry or wet periods will cause ground shrinkage or swelling.
2. frost heave, particularly if foundations are shallow
3. tree roots (removing moisture)
4. broken drains (increasing moisture)
5. changes in loadings on foundations due to alteration work

Keep a check on drains, keep nearby trees pruned and consult a Structural Engineer if buildings are being altered.

#### 2.2 Walls

Buildings move all the time, so cracks are common in plaster and brickwork. The weakest points are around window and door openings. Not all cracks therefore, indicate serious problems but they should be checked regularly for increasing movement.

External pointing of brickwork and masonry is important. Its main purpose is to prevent damp from rain being sucked into the building, but cement-based mortars can often be too strong and cause problems. Check strength and finish of mortar preferably with your survey consultant (see 1.2) before the work is carried out.

Rendering can cause more problems than it solves. Cracks let in moisture which is then trapped. Check specification and necessity of render, preferably with your survey consultant (see 1.2) before work is carried out.

Damp courses may not exist in older buildings, or no longer be effective in later ones. Putting in an injected damp course may not be best answer to rising damp so check, preferably with your survey consultant (see 1.2) before work is carried out.

Wainscot boarding is common to the inside face of external walls. If the wall is not ventilated, the bearers inevitably get wet and rot, and there is an ideal environment for dry rot. If boarding distorts or appears cellular, then carefully expose the area and check for rot. Do not ignore the signs. In ideal conditions dry rot can travel six metres in one week!

Keep air bricks clear and open. They are there for a purpose (usually to ventilate a timber floor) and may avoid large repair bills.

#### 2.3 Roof

Most church roofs are pitched and covered in slate or tile. Slate nails rust and, with time, slates slip. Regular inspection and maintenance is therefore essential to avoid damp problems. New roofs usually have roofing felt, as another line of defence, and treated battens that resist wet rot.

## APPENDIX N (continued)

Lead roofs can last 200 years but modern codes of practice often require reforming of the boarding and rolls when roofs are recovered. Lead flashings and gutters do not last as long, mainly because they are in thinner sheet.

Flat roofs are prone to leaks. Plan to renew bitumen coverings every ten years, asphalt 15-20 years. Asphalt should be treated with solar reflective paint, renewed every two years.

If you intend insulating the roof space to conserve heat, ensure the void is ventilated as well. Air flow prevents the establishment and spread of dry rot. If you have the roof (and other) timbers **treated** against rot and insects, make sure the guarantee is insurance backed.

The efficient disposal of rainwater is vital to any building. **Leaking gutters** cause damp walls on which dry rot feeds. So clean gutters, rainwater heads and outlets at least twice each year, reseal any leaking joints and renew broken sections of gutters and down pipes.

**Parapet and valley gutters** are always a headache. They block often and cannot be easily seen. Ideally, they should be cleaned out twice each year and at least once after leaves have fallen in autumn, more if there are trees nearby. Consider lopping, felling, preventing tree growth.

**Defective chimneys, pointing and flashings** are a common source of damp problems. Chimney **flues** that are redundant should have a vent top and bottom to prevent damp and the leaking of acids through the brickwork from the flue.

Lightning conductors need to be checked and tested by a specialist every three years or so. The recommendations of BS6651 go well beyond a single down tape from the highest point and you may find that your insurance company has specific requirements.

Above all, **take care** on roofs, particularly asbestos cement sheet which may be brittle and weak. Use ladders/crawl boards on pitched roofs so that your weight will be spread.

### 2.4 Windows and doors

**Windows and doors** are part of the building envelope. They keep out the bad weather but often provide a weak point of access for mischief makers. This means they need to be regularly checked and maintained to avoid damage.

**Leaded windows** are made of glass in lead frames which are supported by horizontal saddle bars. Lead is prone to sag and often these windows drop, particularly if the wiring to the saddle bars weakens. These need to be regularly inspected, for glass comes loose if sagging occurs. Rusting saddle bars are a problem as they can damage stone tracery.

**Opening lights** in leaded windows are often made of iron which rusts. They should be regularly inspected, treated/painted and hinges or pivots greased.

**Opening gear** should be effective as uncontrolled opening lights can be a hazard.

Many churches fix clear polythene to the inside face of windows fixed with timber battens. This form of **secondary glazing** can have a significant effect on heating costs but needs to be done carefully and neatly.

Secondary glazing and security grilles may prevent windows being opened and so reduce **ventilation**. Ventilation is important, particularly in reducing condensation.

**Doorways** are used for access and must be safe. Tripping hazards such as water bars or door thresholds should be eliminated wherever possible to avoid danger for the elderly and disabled.

Notices should be displayed locating **keyholders** if the church is locked. These notices should be kept up to date. It is recommended that a key safe is used to store all spare keys and that the number of keyholders is restricted to as few as possible. A Register of Keys should be kept and losses reported, and appropriate action taken to maintain security.

### 3. THE BUILDING FINISHES

#### 3.1 Decorations

**Decorations** are not only to make things look pretty! The prime function of decoration is to protect the surfaces on which it is applied. Without effective decoration, metalwork will corrode, and timber will rot. Regular inspection and **redcoration** is therefore important, particularly to the bottom rails and sills of windows, so much so that it is recommended these have an additional coat of paint each year.

**Window putties** need to be sound, and any cracked or loose putties renewed and repainted. Failure to do so will allow water to penetrate behind the putties and eventually rot the timber or metal framework.

Because the fabric of church buildings inevitably has a considerable amount of moisture, any decoration to the wall surfaces should be in a paint that breathes. **Emulsion paint** should therefore be avoided, as this creates a plastic seal to the surface and will trap moisture behind, which will eventually lead to deterioration of the plasterwork. Recent developments in **anti-condensation paint** mean that some modern paints might be suitable for use in church buildings but, as in all cases, it is recommended that the **manufacturers' instructions** are followed carefully.

Micro-porous paints are rarely suitable for redecoration works as these paints breathe and it would not therefore be appropriate to use them on previously decorated surfaces which have oil or alkaline based paints.

## APPENDIX N (continued)

### 3.2 Fittings

If **wooden furniture** is to be stripped, it is important to note that some strippers affect glue and therefore stripping may weaken joints.

A **church organ** is probably the most expensive piece of equipment in the building and should therefore be regularly serviced and maintained. Piped organs are very sensitive to the drying effects of heat, and this must be borne in mind when considering new forms of heating, particularly if they are warm air systems.

It is important to **protect** the organ and furniture during work within the building.

## 4. THE BUILDING SERVICES

### 4.1 Plumbing

Check water tanks at least once a year for corrosion and areas of potential leaks.

Work all stop taps, interior and exterior, once a year.

Once rust spots or corrosion are noticed, it is advisable to renew the tank rather than risk a leak or overflow. **Overflows** of water should be remedied immediately they occur. Failure to do so may lead to damaged brickwork, stonework and decorations and even wet rot.

**The lagging of tanks and pipes**, particularly in uninsulated roof voids, is vital to prevent damage by frost action. Lagging should be regularly inspected to ensure that it has not been disturbed, leaving sections of pipe or tank exposed.

### 4.2 Heating

Where gas or oil-fired **boilers** exist, regular maintenance is important. A Service Agreement with a plumber or heating engineer registered with the relevant Authority is advised. A **Frostat** is recommended so that the heating comes on at a low level whenever the outside temperature is freezing.

The use of **mobile gas heaters** is not advised, as they tend to create excessive condensation.

It is worth remembering that where old cast-iron bore heating pipes are no longer used, they should not be left open-ended as they provide a route for dry rot spores and vermin. If they cannot be removed, they should be plugged at both ends.

### 4.3 Electrical

Testing periodically by a registered electrician is very important. A written report should be obtained around the time of the quinquennial inspection.

All electrical work should be carried out by contractors registered with the Electrical Contractors Association or NICEIC.

It is worth considering the use of key operated switches, so that the operation of lights can be controlled. Similarly, a master switch near the point of entry is useful so that all lights can be operated at entry and exit.

### 4.4 Security

There is, of course, a conflict between **open churches** and maintaining security. The principle of having a church open as often as possible is to be encouraged but it may be that restricting entry to certain areas will be necessary to reduce the risk of vandalism.

An **inventory and a photographic record** should be kept of all **items of value**, both as a record in case of theft, and also to enable police to identify goods following a theft. It is important that **vandalism** should be repaired immediately after it is discovered. Graffiti and other damage that is not removed or repaired encourages further attacks.

Although unsightly, it is usually prudent to protect **windows** by wire guards. The material used should have regard to the expected life and the effect on the stone or background to which it is fixed. Stainless steel is best, polycarbonate sheets worst.

Avoid **barbed wire** - consider anti-vandal paint where scaling of pipes etc. is a problem.

**Ladders** should be safely stored and padlocked.

It is advised that the Crime Prevention Officer is consulted over sensible security measures, including the floodlighting of areas. A sensible balance must be found between prudent measures of security and the importance of church buildings being open and inviting to everyone.

### 4.5 Fire Safety

The Regulatory Reform (Fire Safety) Order 2005 replaces all previous fire safety regulations and makes significant changes to the way that fire safety is managed in premises. In particular, "fire certificates" are no longer issued (existing ones cease to have effect) and responsibility for ensuring compliance with the regulations lies with a specific individual - the "responsible person".

The Order is very broad in its remit. It applies whether or not there are employees at the premises, and it covers nearly every type of building, structure and open space. Private dwellings are the only premises specifically excluded, but Manses are included because of the nature of their ownership, occupation and use.

Where churches already have effective fire safety measures in place (e.g. Warning systems, procedures for evacuation and provision of firefighting equipment) little extra work should be needed. However, it is now a requirement that a fire risk assessment must be carried out and recorded and that it be regularly reviewed.

#### **Fire Risk Assessment**

The fire risk assessment will include:

1. Identifying fire hazards
2. Identifying people at risk
3. Evaluating, removing or reducing, and protecting from risk
4. Recording, planning, informing, instructing and training
5. Reviewing and making changes where necessary

5.1 DRAINAGE

**Drains** are intended to remove surface or foul water to a point of disposal. It is therefore important that they are clear and sound at all times. Old drains may be blocked with tree roots and all drains should be rodded and tested at least once every five years.

All **gullies** should be cleaned out at least twice each year, particularly following the autumn leaf fall. **Manholes** should be inspected annually and the covers bedded in grease. Damaged covers and frames should be replaced immediately.

**Perimeter ditches** should be regularly inspected and cleared of any vegetation.

5.2 PAVINGS/GARDENS

Responsibilities under **public liability** should always be treated seriously. Irregular paving is a hazard, particularly to those who are elderly or frail and significant distortion in paving should be rectified as soon as it is noticed. Similarly, some materials attract lichen or slime, particularly in wet conditions, and these should be regularly cleaned down with detergent. Wherever there are steps, there should be firm **handrails** for the use of elderly people.

Trees and bushes should also be regularly maintained to ensure that they do not become a hazard to a building or dead wood does not become a risk. If Japanese Knotweed is found this should be dealt with by specialist contractors as a matter of urgency.

It is important that all church grounds are kept free of **rubbish**, and it may be worth considering providing bins, perhaps in conjunction with the Local Authority.

5.3 BOUNDARIES

Check ownership of **boundary walls and fences** and keep a record in the church. **Fencing and walls** should be regularly inspected and maintained, as damage invariably accelerates deterioration.

**Retaining walls** should have weep holes which drain the ground water from behind the wall and prevent water pressure building up behind. If these are not provided, the wall is likely to bulge and the mortar be washed out, causing the wall eventually to fall.

6. GRAVEYARDS

A graveyard is private property unless there is an accepted or statutorily defined right of way. Access for the purpose of relatives or friends visiting deceased's graves is of course permissible but apart from any recognised right of public access, other access is trespassing. Trespassers should be asked to leave, and it may be worth considering a notice reinforcing the point that the graveyard is private property.

Whilst clearly children should not play in a graveyard and there is usually an act of trespass, it would be very difficult in Court to avoid legal liability attaching to the church or its officers.



## APPENDIX N (continued)

If you have a **graveyard** and especially one where there are very old and unstable headstones, or it is disused, it is recommended that:-

- a) suitable notices are erected to warn of danger and/or trespass;
- b) any headstones liable to fall over are pushed flat or suitably reinstated to avoid injury occurring. If it is possible to contact the deceased's estate, the church may consider it desirable to allow a reasonable period for repair as an alternative;
- c) regular inspections of the graveyard are undertaken to ensure that not only hazardous headstones are made safe, but other potential hazards are attended to e.g. walls, trees, buildings, inspection pits.

It is essential that **a church owning a graveyard has adequate public liability insurance** (see paragraph 9.3(g)). If in doubt, consult your Insurer.

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

GUIDELINES ON CONSTRUCTION, DESIGN AND MANAGEMENT  
(CDM) REGULATIONS 1994

**CONSTRUCTION, DESIGN AND MANAGEMENT REGULATIONS** comprise a set of rules which became law in 1995.

The CDM Regulations will generally apply to most construction work and **all cases of demolition**. We need to be aware of our legal obligation in this respect. The Health and Safety Executive do publish very detailed booklets and information sheets on this topic which detail all aspects of these regulations. These guidelines endeavour only to give general outlines and guidance for the URC.

The guidelines contain the following sections:-

- 1 Outline description of the Regulations
- 2 Exemption clauses
- 3 How do these Regulations apply to our churches?
- 4 Costs
- 5 Further advice

1. OUTLINE DESCRIPTION OF THE PROCEDURES OF CDM

CDM Regulations place a duty on all of the members of the construction team to work together to achieve a high standard of Health and Safety and Welfare standards on construction sites.

The members of the construction team consist of, the client (in this case the relevant church), the designer, the planning supervisor, the principal contractor and the sub-contractors and even the self-employed.

It is the CLIENT'S (the relevant church) duty to employ a planning supervisor. They will co-ordinate all the details of the health and safety regulations during the project.

The PLANNING SUPERVISOR should have professional knowledge and experience of the building industry and **MUST** hold professional indemnity to allow them to act in this capacity. The client should obtain a copy of this indemnity in order to verify suitability prior to employing any Planning Supervisor.

The DESIGNER (the architect, structural engineer, surveyor, etc.) will identify all the possible building risks and will provide as much information as possible to the planning supervisor. A summary of this information will be included in the tender documents.

The PRINCIPAL CONTRACTOR will be expected to provide adequate detailed information describing how they intend to avoid these potential risks in the health

and safety plan. This information must be provided and agreed by the planning supervisor before any contracts are signed.

The PRINCIPAL CONTRACTOR will be responsible for carrying out all the construction details as laid down in the health and safety plan and is also responsible for the work undertaken by the sub-contractors and must ensure that they have all the relevant information. The Health and Safety file must be kept up to date and accessible on site.

The PLANNING SUPERVISOR will co-ordinate all the aspects of these procedures and ensure that a completed health and safety file is presented to the client at the end of the project.

## 2. EXEMPTIONS

Not all building work will need to comply with the CDM Regulations. These exemptions are as follows:-

- a) construction work that will last for less than 30 days or involve less than 500 person days
- b) minor building works for a domestic client
- c) construction work of less than 30 days and involves 4 or fewer workers on site.

However, CDM Regulations DO APPLY to any works that involve **DEMOLITION**.

## 3. HOW DO THESE REGULATIONS APPLY TO OUR CHURCHES?

If your church is about to embark on major building works, either new build or refurbishment, the church will have presumably engaged an architect or building designer to work for them. These professionals will be aware of all the implications of the CDM Regulations and should advise the church (the client) and help them to employ a planning supervisor. However, if these regulations are not mentioned, the client is still the responsible party and should ensure that the employment of a qualified planning supervisor is undertaken.

If the church is embarking on a small project, probably using a local builder, it may fall within the exemption clauses. However, if ANY DEMOLITION WORK is to take place, CDM regulations must be followed, and a planning supervisor must be employed to co-ordinate the health and safety aspects of the building works.

## 4. COSTS

Inevitably compliance with these CDM regulations and the employment of a planning supervisor will add further costs to any building project. However, this is now the law and failure to comply could lead to payment of substantial fines and even custodial sentences. Hopefully, we, as members of the church, should want to promote the highest possible standards of safety in our buildings despite the extra cost.

5. FURTHER HELP AND ADVICE

This paper attempts to explain the legislation to promote better health and safety within the building industry. If you require more advice, particularly to find out if your project will need to comply or is exempt, please contact the Synod Property Officer who will help you.

EAST MIDLANDS SYNOD  
OF THE UNITED REFORMED CHURCH

THE UNITED REFORMED CHURCH and THE PLANNING (LISTED BUILDINGS AND  
CONSERVATION AREAS) ACT 1990

**PROCEDURE FOR CONTROL OF WORKS TO BUILDINGS**

1. General Principle

Any person or body carrying out functions of care and conservation under this Statement of Procedure or under any other enactment or rule of law relating to Churches, shall have due regard to the role of a Local Church as hereinafter defined as a local centre of worship and mission, and also to the United Reformed Church Acts as hereinafter defined with regard to the functions and authority of the local church and the Synod as hereinafter defined with regard to Church Buildings.

2. Definitions

- 2.1 "The Order" means the Ecclesiastical Exemption (Listed Buildings and Conservation Areas) Order 1994 (SI 1994 No 1771).
- 2.2 "The Church" means the United Reformed Church referred to in Article 4(g) of the Order.
- 2.3 "Church Building" means a building (situated in England or Wales) whose primary use is as a place of worship.
- 2.4 "Listed Building" means a building held upon trusts appertaining to the Church being a listed building as defined by Section 1(5) of the Planning (Listed Buildings and Conservation Areas) Act 1990 and for the purposes of this Statement of Procedure shall include an unlisted building held on such trusts in a Conservation Area as defined by Section 69 of such Act.
- 2.5 "Works" and "Proposed Works" mean any works and proposed works to which this Statement of Procedure applies.
- 2.6 "The United Reformed Church Acts" mean the United Reformed Church Acts 1972, 1981 and 2000 and any statutory modification variation or re-enactment thereof and any future United Reformed Church Acts which may from time to time be enacted.
- 2.7 "Local Church" means a local church of the Church.
- 2.8 "Synod" means the representative body of the United Reformed Church as described in the document entitled "The Structure of the United Reformed Church".

## APPENDIX P (continued)

- 2.9 "Resolution of its Synod" means a Resolution of the Plenary Meeting of the Synod of which due Notice has been given to the members thereof in accordance with the rules of Synod procedure for the time being in force.
- 2.10 "Applicants" and "Intending Applicants" mean any Local Church or the Trustees of that Local Church or Other Body of the Church applying or intending to apply for consent to carry out any works on or in a Listed Building.
- 2.11 "Listed Buildings Advisory Sub-Group (LBAG)" means, in relation to each Synod, the Advisory Committee constituted in accordance with the First Schedule.
- 2.12 "Consultative Bodies" mean those bodies listed in the Second Schedule hereto.
- 2.13 "This Statement of Procedure" means the Statement of Procedure for control of works to Listed Buildings comprised in this document (and includes any subsequent variation thereof made in accordance with Paragraph 3).
- 2.14 "Form 1" is the Model Form shown in Appendix I. N.B. If a local church wishes to have sight of any of the other forms referred to, contact should be made with the Synod Property Officer.
- 2.15 "Other Body" means any body other than a Local Church being in any particular circumstances the proper party to comply with the procedure laid down in this Statement of Procedure.
- 2.16 "Unauthorised Works" means any works as defined in Paragraph 2.5 which are carried out in whole or in part without the consent of LBAG having been granted in accordance with the procedures laid down in this Statement of Procedure.
- 2.19 "Form 6 Notice" means a Notice endorsed on Form 2 under the procedures contained in Paragraphs 6.1.
3. Application of the Order and Adoption of these Procedures  
In respect of Listed Buildings within the geographical area of each Synod, the method of applying the Order to such Buildings and of adopting the Procedures contained in this Statement of Procedure (and in any subsequent variations thereof) and of subsequently withdrawing therefrom shall be by Resolution of the Synod.

## APPENDIX P (continued)

4. Scope of these Procedures

The procedures contained in this Statement of Procedure shall apply to any works in respect of which, but for the exempting provisions of the Order, Listed Building Consent or Conservation Area Consent would be required under the Planning (Listed Buildings and Conservation Areas) Act 1990, being works proposed to be carried out to any of the following buildings, objects and structures:-
- 4.1 Any Church Building as defined by Paragraph 2.3
- 4.2 Any object or structure contained within or forming part of a Church Building.
- 4.3 Any object or structure fixed to the exterior of the Church Building unless the object or structure is itself a Listed Building and
- 4.4 Any object or structure within the curtilage of a Church Building which, although not fixed to that building, forms part of the land unless the object or structure is itself a Listed Building.
5. Procedure prior to lodging Application
- 5.1 The Intending Applicants shall, preparatory to lodging an application under Paragraph 6.1 and having consulted the Synod Property Officer, submit to the LBAG a completed form of request in Form 1 together with such number of copies as the LBAG may require of all necessary designs, plans, reports and documents giving particulars of the Proposed Works and shall supply all supplementary information which may be required. Full facilities for the inspection of the Listed Building by the members of the LBAG and others on their instructions and by representatives of any of the Consultative Bodies at their request shall be made available.
- 5.2 The LBAG will (except in the case of emergency) then take the following steps:-
  - 5.2.1 Notify the Consultative Bodies named in Part 1 of the Second Schedule, allowing them and the Consultative Bodies named in Part II of the Second Schedule twenty eight days in which to comment on the Proposed Works.
  - 5.2.2 Require the intending Applicants to display for the same twenty-eight-day period outside the Listed Building in a prominent position visible to the general public a Notice describing the Proposed Works indicating where all relevant designs, plans, reports and documents relating thereto may be inspected and inviting comments from any interested persons.
  - 5.2.3 Cause to be published a similar Notice in a local newspaper circulating in the locality in which the Listed Building is situated.
  - 5.2.4 In cases of demolition notify Historic England and English Heritage
  - 5.2.5 Seek and take account of the views of OMCG, Synod Council and Trust.

## APPENDIX P (continued)

- 5.2.6 Consider any comments made by the Consultative bodies, the bodies mentioned in Paragraph 5.2.4 and any other person in relation to the proposed Works.
- 5.2.7 Consider whether the Proposed Works require Planning Permission and/or Building Regulations Approval and advise the Intending Applicants accordingly.
- 5.3 The LBAG shall also consult with the Intending Applicants and their professional advisers and all others who in the opinion of the LBAG may assist them and the LBAG (or representatives thereof) shall inspect the Listed Building.
- 5.4 Having followed the procedure described in Paragraphs 5.2 and 5.3, and always having regard to the General Principle enunciated in Paragraph 1, the LBAG shall within 10 weeks (or within such longer period as may be agreed with the Intending Applicants) from the date of receipt of Form 1 from the Intending Applicants send or deliver to the Secretary of the Intending Applicants the following documents:-
- 5.4.1 A completed Certificate in Form 2, setting out the LBAGs advice on the Proposed Works
- 5.4.2 The designs, plans, reports and documents referred to in Paragraph 5.1, all duly endorsed with the date of the Certificate on Form 2 and the nature of the recommendation of the LBAG.
- 5.4.3 A statement specifying all the steps taken to comply with the consultative procedures prescribed in Paragraphs 5.2 and 5.3, with copies of all representations, correspondence and other documents relating to such consultation.
- 5.5 The LBAG shall retain copies or duplicates of the documents which they deliver to the Intending Applicants in accordance with Paragraph 5.4.
- 5.6 In the event of the LBAG failing to comply with the provisions of Paragraph 5.4 within the time specified or agreed under that Paragraph, the Intending Applicants shall be entitled to report the matter to the Synod Property Officer who shall forthwith investigate the reasons for the delay and take such steps as are appropriate to ensure that the procedures laid down in Paragraph 5.4 are concluded as quickly as possible.
6. The Application
- 6.1 If having received from the LBAG the Certificate in Form 2 the Applicants wish to proceed, they shall within six months of the date of that Certificate send or deliver to the Synod Property Officer a duly completed application for consent to the carrying out of the Proposed Works in Form 3, together with such number of copies as the Synod Property Officer may require of the completed Form 1, the Certificate from the LBAG in Form 2, and all the designs, plans, reports and documents specified in Paragraph 5.4.2 and the Statement of the LBAG specified in Paragraph 5.4.3.



## APPENDIX P (continued)

- 6.2 In submitting Form 3 to the Synod Property Officer, applicants shall draw attention to any amendments or additions of any kind made to the designs, plans, reports or other documents after the issue of the Certificate of the LBAG in Form 2 and in such case the Applicants shall at the same time supply full details of such amendments and additions to the LBAG.
- 6.3 The Applicants shall retain copies or duplicates of the documents which they deliver to the Synod Property Officer in accordance with Paragraphs 6.1 and 6.2.
- 6.4 On receipt of an application under Paragraph 6.1, the LBAG shall notify the Consultative Bodies named in Part 1 of the Second Schedule of such application, indicating the nature of any changes made from the proposals previously notified to those Consultative Bodies by the LBAG and informing them that any further comments which the Consultative Bodies may wish to offer should be made to the LBAG within 28 days of the notification.
7. Decision upon the Application
- 7.1 The LBAG shall consider the Application and all accompanying documents and statements and may consult further as they consider expedient and may themselves inspect the Listed Building the subject of the Application and shall as soon as conveniently possible and in any event no later than four months (or such longer period as shall be agreed with the Applicants) from the date of receipt by them of the completed Application from the Applicants in Form 3 reach a decision upon the Application as follows:-
- 7.1.1 To advise the Synod Listed Buildings Committee to approve the Application in its entirety or as to part of the Proposed Works only and either conditionally or unconditionally or:
- 7.1.2 To reject the Application.
- 7.2 In reaching its decision, the LBAG in particular take the following into account:-
- 7.2.1 The general principle enunciated in Paragraph 1
- 7.2.2 Developments in liturgical practice and styles of worship
- 7.2.3 The desirability of preserving historic church buildings and the importance of protecting features of architectural merit and historic interest.
- 7.2.4 Comments made by the Consultative Bodies

## APPENDIX P (continued)

7.3 The Synod Property Officer shall, having been informed of the Synod Listed Buildings Committee decision, serve notice of the decision in Form 4 upon the Applicants (for the purposes of service the Notice to be sent or delivered to the Minister or any one of the Ministers (if more than one) in Pastoral Charge and the Church Secretary in the case of a Local Church or to the Chairman and Secretary in the case of any Other Body).

7.4 Copies of the Notice shall also be sent to the LBAG, OMCG, the local Planning Authority and the other Consultative Bodies.

### 8. Unauthorised Works

8.1 In the event of the carrying out of any Unauthorised Works on a Listed Building, notice in Form 5 shall be served by the Secretary of LBAG on the Local Church or Other Body having responsibility for that Listed Building (for the purposes of service the Notice to be sent or delivered to the Minister or any one of the Ministers (if more than one) in pastoral charge and the Church Secretary in the case of a Local Church or to the Chairman and Secretary in the case of any Other Body).

8.2 So long as the Local Church or Other Body shall on or before receipt of such Notice immediately desist from the carrying out of the Unauthorised Works and shall not re-commence them. Such Local Church or Other Body shall within seven days of the receipt of the Notice in Form 5 instigate the procedure set out in Paragraph 5.1 and the matter shall thereupon proceed in accordance with Paragraphs 5, 6 and 7, save only where these are inconsistent with this present Paragraph 8.

8.3 Provided that the Local Church or Other Body shall comply strictly with the provisions of Paragraph 8.2 the demand for restoration of the Listed Building contained in Form 5 shall remain in abeyance pending the decision of the LBAG on the application.

8.4 In the event of the failure by the Local Church or Other Body to comply strictly with Paragraph 8.2 or if and when the LBAG gives notice to the Local Church or Other Body of refusal of the Application in Form 4 in accordance with Paragraph 7.3 the demand for restoration contained in the said Notice shall have immediate effect.

8.5 In the event of failure by the Local Church or Other Body to comply strictly with any of the requirements set out in this present Paragraph 8, the LBAG may report such failure to the Secretary of State for National Heritage as the case may be (who may withdraw the Ecclesiastical Exemption in respect of the Listed Building concerned).

### 9. Responsibilities of Synods

9.1 Synods shall keep records concerning Works and Proposed Works (such records to be available to the public during reasonable hours) sufficient to show:-

9.1.1 Compliance with the procedures contained in this Statement of Procedure.

## APPENDIX P (continued)

- 9.1.2 Whether comments were made by any of the Consultative Bodies.
- 9.1.3 The decision upon each application and what account was taken of any comments made by any of the Consultative Bodies.

### THE FIRST SCHEDULE

#### CONSTITUTION OF THE LISTED BUILDING ADVISORY SUB-GROUP

The LBAG shall be appointed by the Synod and shall consist of a Chairman and Secretary appointed from Church members within the Synod, together with at least four other persons not necessarily members within the Synod or even members of the Church itself having between them:-

1. Knowledge of history, development and use of Church Buildings
2. Knowledge of the liturgy and worship of the United Reformed Church and of its antecedents and of the role of the Local Church as a local centre of worship and mission
3. Knowledge of church architecture and history
4. Experience of the care of historic church buildings and their contents

One such member shall be appointed after consultation with English Heritage, one after consultation with the relevant associations of Local Authorities and one after consultation with the remaining bodies named in the Second Schedule.

### THE SECOND SCHEDULE

#### THE CONSULTATIVE BODIES - PART 1

The Local Planning Authority	The Victorian Society
English Heritage	The Georgian Group
The Ancient Monuments Society	

#### THE CONSULTATIVE BODIES - PART II

The Council for British Archaeology  
The Society for the Protection of Ancient Buildings  
The Twentieth Century Society

**UNITED REFORMED CHURCH  
(EAST MIDLANDS SYNOD) INCORPORATED**

*Procedures to be followed before and during the letting  
of a manse or other dwelling where East Midlands Synod Trust  
as Landlord  
is responsible for the Tenancy Agreement*

**A BEFORE**

Request has to be made to the Property Officer for permission to let. Form available in Property Guidelines and Rules or from the Synod Property Officer. After permission has been given, then the local Church should appoint an Agent to find a suitable tenant.

At this stage the Agent must be made aware that the Tenancy Agreement to be used will have to be the Agreement prepared by the Synod. There are three reasons. Firstly, because the property to be let is “Charity owned property”, we have an additional clause in the Agreement which relates to Part 7 of the Charities Act 2011. It is an important clause for the URC which is not found in ordinary Agreements used by Agents. Unless we fulfil our obligations as a Charity, we could be deemed to be in breach of the Charities Act. Secondly, also to comply with the Act, we require a written assurance from the Agent stating that the rent to be paid is the best that the Agent can achieve for the particular property in the said area at that particular time. Thirdly, it is of immense help if all the Agreements are standard instead of having different ones. All Tenancy Agreements are Assured Shorthold Tenancies unless otherwise stated.

Should your chosen Agent be unwilling to use our Agreement then you will have to find one who will as the Property Officer will not sign, on behalf of the Trust, any other Assured Shorthold Tenancy Agreement. Legally the said Agreement is between **URC (East Midlands Synod) Inc.** and the **Tenant**. However, the local Church - who normally receive the income from the let paid direct to their Bank Account - are still responsible for caring for the property and having a “local contact person” for the Agent. Sometimes a Church wishes the Agent to “manage” the property and will have the management fee deducted from the rent. Sometimes a Church will decide that they want to manage the property themselves. Whichever is the case the property is still under the care of the local Church and that ongoing care cannot be given over entirely to anyone else.

**B DURING**

The initial let can be for six or twelve months. Further terms may be agreed. If subsequent lets are to the same tenant, there is no need to have a new Agreement as this can be done on a “rollover” basis. If a tenant moves out and a new tenant sought, then the procedure has to start again from paragraph A. Any exceptions to these procedures will be handled on an individual basis on consultation with the Synod Property Officer.

The above procedures present no problems if followed step-by-step and it is important to do so. As already pointed out, we have to remember that it is “Charity-owned property” and we have to abide by the legal restrictions laid upon the trust by the Charities Act. By carrying out the business of lettings in the proper manner, the local Church and the Trust should be protected.

The Synod Property Officer is happy to offer any further clarification or help.

THE PARTY WALL ETC ACT 1996

The Party Wall etc Act 1996 came into force on 1 July 1997 and is important for all owners and occupiers of property where building work is to be carried out. The Act sets out procedures which, although relatively straightforward, can be time consuming and must be followed precisely. Although the legislation places immediate obligations and expense on the owner who wishes to carry out the work, it is even-handed in that it protects the rights of owners and occupiers on both sides of the boundary.

If you are intending to carry out building work:

You might be required by law to serve “party wall notices” on adjoining owners. These indicate the work that is to be carried out and notify the adjoining owners of their rights. You must confirm whether or not the Act applies to your project in time to take the necessary steps. Failure to act correctly may lead to legal action. Notices must be given by you:

- if a new party fence is to be built;
- if a new wall is to be built up to the boundary line;
- if a party wall is to be demolished, rebuilt, extended or repaired;
- if a new building is to be constructed within 6 metres of a neighbour’s building and with lower foundations than that building.

If the owner of neighbouring land is intending to carry out building work:

If an adjoining owner is intending to carry out work to which the Act applies, you may receive a party wall notice and might then need to appoint a party wall surveyor to look after your interests. In this case the building owner who has served the party wall notice on you will be responsible for paying reasonable fees. Do not ignore such notices: seek advice if you are unsure of how to respond.

Dealing with Party Wall Notices:

You can deal with these notices yourself, provided that you follow the correct procedure, or you can obtain professional advice from a suitably experienced architect or building surveyor. In some circumstances the person receiving the notice must either give or refuse their consent. In others, notification alone is sufficient, and no response is necessary. Certain parts of the Act require an agreement on the part of the adjoining owner. If the proposal is then rejected, or no answer is forthcoming, then a dispute is deemed to have arisen. Unless agreement can be reached, the two parties must appoint party wall surveyors. They can agree jointly to appoint the same person, or each appoint a separate surveyor. In the latter case, if the two surveyors cannot agree they must then select a third surveyor. Whatever the circumstances, the party wall surveyor must act impartially so the person appointed must not be a party to the dispute.

When the party wall surveyors are agreed on the resolution of the dispute, their findings are published as an Award. This sets out the work to be carried out, any special provisions to protect your property, and, in most cases, contains a schedule setting out the condition of any parts of your building that might be affected by the works. Although there is a right of appeal, for all practical purposes an Award will be final and binding on the parties.

### Appointment of Surveyors:

The person intending to carry out the work is required by the act to meet the expenses of all party wall surveyors. Party wall surveyors should be selected with care and the appointment has to be of a person, not a company or firm. It may need to be made at short notice. If your architect or building surveyor is unable to act for you, they will be able to supply names of persons with the appropriate expertise.

### GUIDELINES FOR USE OF CHURCH PREMISES BY THIRD PARTIES

These Guidelines are intended for Local Church Officers to ensure that the correct form of Agreement is entered into between the Local Church and third parties using Church premises.

Church Officers should be aware that under the provisions of Part II Landlord and Tenant Act 1954 a use of Church premises may be considered by the Courts to be a protected business tenancy entitling the Occupier to security of tenure, i.e. a right to remain in possession of the premises notwithstanding the wishes of the Local Church. A protected business tenancy may also adversely affect the value of the Church premises in the event of a sale, or any development of the Church premises and the protected business tenant would be entitled to compensation for loss of their use of the premises.

When considering whether a proposed use of Church premises may result in a protected business tenancy, you should note the following:

1 “Business” is very widely construed by the Courts - it does not have to be run for profit and could include voluntary non-profit making organisations, like other Churches, Scout Groups, and the like.

1.1 A protected business tenancy may be construed even though the use of the premises is on certain days only and for certain times.

1.2 A use cannot be a protected business tenancy if the Occupier does not have “exclusive possession” of the whole or part of the premises. If there is a genuine arrangement whereby the Church is able to use the premises at the same time as that granted to the Occupier, then there can be no exclusive possession, and the use cannot be a protected business tenancy. However, if any part of the use includes an area where exclusive possession is given, e.g. a nursery school, playgroup or drama group, band or the like having their own office or equipment room, then an area of exclusive possession will probably exist.

1.3 It may also be relevant when considering whether a protected business tenancy exists to ascertain whether there are shared facilities and services, e.g. electricity, heating, telephone, kitchens, toilets and the like. If there are such shared facilities, then this may be evidence that a protected business tenancy does not exist, but this is not conclusive.

2 In the following circumstances use of Church premises cannot be a protected business tenancy and churches may use the form at Appendix J.

2.1 A “one-off” function, eg. children’s party

2.2 (a) An agreement to allow the use of Church premises for a period not exceeding six months cannot be a protected business tenancy and accordingly you may use Appendix J,

(b) If you propose at the expiry of the six-month period to enter into a new agreement with the same Occupier for a further six months, you must refer the matter initially to the Synod Property Officer who may refer it to the Synod Legal Adviser as a further agreement may create a protected business tenancy.

(c) You must not accept any payment from the Occupier for any period after the expiry of the six-month agreement.



If you wish to enter into any agreement for a period in excess of six months or you are in any doubt as to whether an arrangement which you wish to enter into may result in inadvertently granting a protected business tenancy, then you must refer the matter to the Synod Property Officer in the first instance who may then pass you on to the Synod Legal Adviser.

If an agreement which you wish to enter into clearly will create a protected business tenancy or may create a protected business tenancy, then the Synod Legal Adviser will advise the use of a Licence to Occupy or a formal Tenancy Agreement/Lease to be granted outside the provisions of Part II of the Landlord and Tenant Act 1954. All legal costs will be the responsibility of the local church.

**POLICY ON THE SALE OF LAND AND BUILDINGS (May 2024)**

**Preamble**

1. At the October 10<sup>th</sup> 2022 meeting of the East Midlands Synod, the East Midlands Synod Trust (The Trust) presented a paper “Proposed policy on how the proceeds of land and building sales are dealt with”. After debate and in light of serious objections being raised by members of the Synod that paper was withdrawn for further consideration. Two members of the Synod who had objected were then spoken to by the Trust Chair in order that their objections might be noted and where possible addressed.
2. Of these one objector was in disagreement with the basic principle underpinning the Trust’s paper, holding that matters relating to property, property sales and the disposal of income from such sales should be the responsibility of the Local Church and not the Trust or the Synod.
3. The second objector raised a number of specific queries and concerns which were set out in a paper submitted to the Trust Chair and these comments have informed some of the following.

**Introduction**

4. The Trust is aware that there is a lack of clarity over the handling of the proceeds of sale of land and buildings due, in part, to the absence of a clear statement of current practice which the following note seeks to address.
5. This was discussed at the March 2022 Synod Meeting and again at the October 2022 Synod Meeting.
6. The policy set out in this document supersedes that adopted in November 2010. That policy is included as an appendix to this proposal.
7. It is considered that the earlier policy may be criticised as being imprecise in several places and too precise in giving a value of £10,000 which is now eroded by 13 years of inflation.

**Places used for religious worship<sup>1</sup>:**

8. The Trust holds many of<sup>2</sup> the Synod buildings that are places of worship in trust for the local church. The local church has the responsibility for the insurance, upkeep and maintenance of the building(s). The Trust must be consulted on:
  - Any changes affecting title to the property including the creation or changes to covenants, easements or wayleaves.
  - Structural or other major alterations to the building

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<sup>1</sup> In this context, the land and buildings will be the place of worship and its curtilage. The curtilage is the church building and the land immediately surrounding it, including any closely associated buildings and structures. The curtilage would exclude land further out – “open fields beyond”. The curtilage will usually be clear from surrounding walls, fences or hedges, but in some cases may be more difficult to determine.

<sup>2</sup> LEPs are the main exception where various arrangements are in place.

- Demolition of the whole or part of the building(s)
  - Sale of the whole or part of the land and buildings
  - Any proposal to grant a lease
  - Terms of letting contracts with outside hirers
9. Except for the last point above, the Trust will be the correct body for signing the related contracts with builders or architects etc.
10. Any proceeds of sale or other capital receipts from land and buildings forming a place of religious worship which is held by the Trust becomes the property of the EMS Trust for the benefit of the wider church as the Trust and Synod<sup>3</sup> shall decide.
11. Normally the following principles will apply on the sale of a whole place of worship.
12. Where the place of worship has been sold but the congregation continues to exist and worships in hired premises other than those covered by the Sharing of Church Buildings Act 1969, the proceeds of sale may, in consultation with the Trust, be used to pay for the cost of hiring such premises.
13. Where the local congregation has closed, the proceeds of sale revert to the Trust as described in clause 10 above.
14. Where the local congregation merges with another URC congregation two options are considered:
- 14 (a). If both places of worship are sold to consolidate in a new building, the proceeds of sale of both former church buildings will be applied into the new building, any excess reverting to the Trust
- 14(b). If only one of the places of worship is sold and that local congregation moves to merge with a URC congregation that already has a church building, then an agreement will need to be worked out between the Synod and the individual churches' Church Meetings as to what proportion, if any, of the proceeds shall be passed on to the receiving church, and on what terms.
15. In both cases noted above the Synod will consult with the merging churches on their forward plans both in terms of finance and mission. It is expected that, in consultation with the Synod Property Officer and such other advisors and experts as may be appropriate, plans and proposals for any alterations and/or extensions to the retained buildings will have been prepared either by the merging churches or by the newly constituted merged church. It is recognised that as in most cases where major works are contemplated it will be for the merged congregation to make the necessary decisions and therefore the agreement envisaged under clause 14(b) above, may need to be delayed until after the newly constituted local church is in a position to make the necessary decisions. Additionally, where appropriate the merged congregation will be encouraged to apply to the Synod Mission Fund, but particularly where major capital expenditure is contemplated it

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<sup>3</sup> "Synod" in this context is Synod Council, operating through or advised by OMCG. Where considered appropriate, the full Synod Meeting will be consulted.

may be that the appropriate body to which application should be made will be the EMS Trust board.

16. Any grants from the Synod Mission Fund made to a newly merged congregation will not be treated as part of the proceeds of sale.
17. Where the local congregation merges with a church of another denomination a specific local agreement will need to be drawn up which may need to include provisions on how future capital receipts are treated as between the two denominations or congregations.
18. Where a local congregation has entered into a Local Ecumenical Partnership and that LEP is subsequently dissolved either by closure or by the withdrawal of one or more partners there may be special provision contained in the Sharing Agreement. Otherwise, the general principles as set out in clauses 13 and 14 shall apply.

#### **Land and buildings held as investments:**

19. As a basic principle, where land and buildings are held as investments by the local church (whether through the Trust or through local trustees), on a sale or realisation the cash proceeds go to the local church<sup>4</sup>. There may be exceptions to this either where restrictions have been imposed by a pre-existing trust or where it is necessary to ensure that the future uses of the sale proceeds are compatible with the terms of the URC Acts.

#### **Manses**

20. The Trust holds most of<sup>5</sup> the Synod buildings that are current or former Manses in trust for the local church or groups of churches. The local church or group has the responsibility for the insurance, upkeep and maintenance of the Manse. The Trust must be consulted on:
  - Structural or other major alterations to the building
  - Demolition of the whole or part of the building(s)
  - Sale of the whole or part of the land and buildings
  - Any proposal to grant a lease
  - Terms of letting contracts
21. In respect of all the above, the Trust will be the correct body for signing the related contracts with builders, architects, tenants etc.
22. Where a Manse is temporarily not required for a minister to occupy (e.g. on a pastoral vacancy) the Manse may be let and any income generated held by the local church or the Trust on a restricted fund<sup>6</sup> for the purpose of upkeep and maintenance of that Manse. Where a Manse has been acquired to house an area minister rather than as the Manse for a specific local church the responsibility for

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<sup>4</sup> Unless there is an existing agreement to the contrary.

<sup>5</sup> There are a few situations where private trustees hold some Manses

<sup>6</sup> A restricted fund is one where the monies can only be used for the set purpose, and it would be a breach of the trustees' duty to spend the monies in other ways.

the collection and dispersal of rental income and for the proportions of any additional costs in upkeep and maintenance shall be agreed between the various churches and the Synod Ordained Ministry and Churches Group (OMCG)

23. Where a Manse is not required as a minister's residence in the foreseeable future the Synod general policy is to sell the Manse and Synod will hold the funds for the Synod churches generally under a commitment to provide Manses in locations where they are required. OMCG in consultation with local churches is the body that directs if and when a Manse is no longer required in the foreseeable future.
24. In exceptional circumstances the Trust in consultation with the local church and OMCG may determine that a property formerly used as a manse although not currently required for that purpose should be retained and the rental income therefrom used as set out in clause 22. Above.
25. Where a Manse is held by private trustees the obligation to consult set out in paragraph 20 above remains in force as the second schedule, part II paragraph 2. requires the consent of the Synod and applications for such consent should be made through the Trust acting in this case as the Synod Property Committee.