**Proposed policy change for church manses**

**Introduction**

A manse is a house provided primarily to house a minister and their immediate family and dependents. These are generally owned by the Synod Trust but managed and maintained by local churches.

Where there is no minister, the church may, with the consent of the Synod Trustees, let the manses to third parties in order to secure an income from the property. Such tenancies should be in the name of the Synod Trust.

**Maintenance of manses**

The Synod Trust recognises that many local churches and pastorates find it a challenge to maintain their manse in good order. The Synod Trust requires that all manses are regularly inspected and have a full survey at least every 5 years.

In addition, when a manse is to be let to tenants, there is a need to ensure compliance with the national regulations regarding the letting of residential properties. These include a requirement that manses to be let must have an Energy Performance Certificate rating of E or better.

Although the EPC regulation does not apply to manses that have serving ministers resident, the Trust believes that all manses should be brought up to a standard of C. All newly purchased manses have a level of C.

**Towards a future manse policy**

The medium-term strategy of the Synod and its Trustees is that the Synod will directly provide and manage manses suitable to house a minister and their immediate family. This would relieve the local church of this burden and enable a gradual move to a more consistent standard of property for ministers and their families.

As a means of effecting this transition, the Synod Trust is willing to take over a manse with the consent of the local church or pastorate. Where a church wishes to take up this option, a church meeting resolution will be required. A draft resolution is attached. There is no limit on when a church may exercise this option. This option can be exercised whether there is a minister in residence, or the manse is currently vacant or rented out.

If a Church choses to take up this option, the Synod Trust will place a sum of money equivalent to 40% of the current market value (provided by an independent surveyor) of the manse at the time the option is taken up in an earmarked holding account which can be made available to the Church (subject to  approval by the Synod Trustees) to help offset the cost of future capital projects involving the Church buildings.   The amount placed in the earmarked account (“the Fund”) can at the Trustees’ discretion be increased to as much as 100% of the valuation if the Church can establish justification for doing so i.e. a suitable project which is proposed or already underway or plans to renovate or improve the church buildings where the costing is expected to exceed the 40% figure.

Payments from the Fund will only be released to help offset the cost of approved capital projects and money held in the Fund will not be available for day-to-day current expenditure.   Where the church has no immediate plans requiring the release of capital, the money will be invested in an Ethical Investment Fund and the dividends released to the Church for its unrestricted use.   If major capital works are planned in the near to medium term (less than 3 years) the Fund will be placed on deposit and the interest arising will again be released to the church for its unrestricted use.

If a church chooses to release a manse to the Synod Trust, the church will no longer have any control or influence over the future of the property. The Synod Trust, at its complete discretion, may decide to sell the property, let the property on a short-term rent, or manage the manse with a minister in situ.

If the option is taken to release a manse to the Synod Trust, the option cannot be reversed.

Where a church does not take up the option outlined below, the Synod Trust will withhold at least 10% of any net rental and place it in an Earmarked fund to be used to meet future costs for maintenance and necessary safety certificates.

If a minister is called to serve a church or pastorate that has taken the option to release the manse, the Synod will provide a manse and will take full responsibility for any maintenance required. The church or pastorate will still be required to meet the costs of Council Tax and Water Rates. If a pastorate to be served by a minister has one or more manses a decision will be taken by the Synod Pastoral Committee what action is needed.

**Note:-** This policy ONLY applies to manses which under the ownership by the URC Southwestern Synod Trust. It does not apply to manses which are owned by other denominations. Special arrangements may be required for manses that involve a sharing agreement.

**Summary of responsibilities**

**Church owned Manse occupied by a tenant**

* Tenant pays all utilities and council tax
* Church is responsible for Insurance of the building and all repairs and maintenance. No grants will be available.
* Church is responsible for meeting the licensing requirements in respect of safety matters
* Church is responsible for obtaining regular 5 yearly surveys and dealing with any issues
* Church will need to apply for a license to let a manse to an individual or family under the planned regulations.

**Church Owned manse occupied by a minister or equivalent**

* Church or pastorate is responsible for Insurance of the building and all repairs and maintenance. Grants to assist with repairs will be available.
* Church or pastorate is responsible for council tax and water rates.
* Church or pastorate is responsible for obtaining regular 5 yearly surveys and dealing with any issues raised by the survey
* Minister is responsible to pay for all utilities apart from water rates.

**Church Owned manse that is unoccupied**

* The church or pastorate is responsible for any utilities or council tax

**Synod manse occupied by a tenant**

* Synod Trust is responsible for all repairs, maintenance and insurance of the building.
* Synod Trust is responsible for meeting the licensing requirements in respect of safety matters
* Synod Trust is responsible for obtaining regular 5 yearly surveys and dealing with any issues
* Tenant pays all utilities and council tax
* Synod Trust will need to apply for a license to let the property under the planned regulations.
* Church has no responsibility for the manse

**Synod manse occupied by a minister or equivalent**

* Synod Trust is responsible for all repairs, maintenance and insurance of the building.
* Synod Trust is responsible for meeting the licensing requirements in respect of safety matters
* Synod Trust is responsible for obtaining regular 5 yearly surveys and dealing with any issues
* Minister or equivalent pays all utilities apart from water rates.
* Synod Trust may need to apply for a license to let the property under the planned regulations.
* Church or pastorate meets the costs of water rates and council tax.

**Synod manse that is unoccupied**

* The Synod Trust will be responsible for all utilities and any council or other taxes when a manse is unoccupied.

Richard Gray

Treasurer URC Southwestern Synod Trust

Revised 5th December 2024

**[….] UNITED REFORMED CHURCH**

**RESOLUTIONS OF THE CHURCH MEETING**

Extract from the Minutes of […….] United Reformed Church Meeting held on……… day of …………..20.., this meeting having been convened by Notice stating the purpose of the Meeting given on the two Sundays immediately preceding the Meeting

Resolutions passed by the majority of those present and voting:

1. This Church Meeting recognises that the ongoing costs associated with the day-to-day management and maintenance of its Manse at[……….] (“the Manse”) and the responsibilities which this places on its Elders are no longer sustainable and requests the assistance of its Trustee (“the United Reformed Church (South Western Synod) Incorporated) (“the Trustee”) in resolving this situation.

2.. This Church Meeting recognises that in pursuance of this request all appropriate consultations have taken place as required by paragraph 5 of Schedule 2 Part II to the United Reformed Church Act 1981 (“the Schedule 2 Part II Trusts”) and therefore requests the Trustee to invoke the procedure set out in paragraph 5 and in paragraph 2(d) of the Schedule 2 Part II Trusts in relation to the Manse to the intent that all interest of the Church in the Manse and all responsibility of the Church for the day-to-day management, buildings insurance, maintenance and repair of the Manse shall cease with immediate effect it being recognised that the retention by the Church of its interest in the Manse is no longer of benefit to the Church having regard to the expenditure connected with its ongoing maintenance and the responsibilities attached to its day -to-day management.

3. This Church Meeting acknowledges and agrees that the Manse (and the net proceeds of sale arising from the ultimate disposal of the Manse) will henceforth be held by the Trustee upon trust for the South Western Synod of the United Reformed Church for its general purposes pursuant to paragraph 2(d) of the Schedule 2 Part II Trusts to the exclusion of all further interest of the Church therein.

4. Where a manse is required by the Church to accommodate its Minister, this Church Meeting understands that the Trustee will in future provide this by way of licence free of charge to the Church save that the Church will be responsible for the payment of council tax and water charges. The costs of buildings insurance, maintenance and repair will be the responsibility of the Trustee.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Print Name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chairperson of the Meeting Secretary of the Meeting

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_