



DIOCESE OF NOTTINGHAM

PROPERTY MANUAL

Diocese of Nottingham Manuals:

The complete set of Manuals for use in the Diocese is on the diocesan website. If you have broadband please consider if you actually need to print out the Manuals.

Parishes:

Parish Administration Manual
Property Manual

Diocese (both Parish and Curia):

Personnel
Policies
Health and Safety (Prepared by Ellis Whittam)
Insurance Policy Guide – prepared by Catholic Insurance Service (CIS)
(Covering Property Insurance, Personal Accident, Liability Insurance, Travel Insurance, Cyber risks insurance, How to make insurance claims and Risk management)
Also use CIS Website: user name: Nottingham; Password: Anicetus.

Priests (password protected):

Financial Matters for Priests
Vade Mecum (which is prepared by the Ongoing Formation of Clergy Commission).

The Finance Office is always happy to receive comments on the Manuals, other than Vade Mecum

January 2019

CRISIS PAGE

1. If urgent assistance is required dial 999. Advise location.
2. Remember to take account of your own safety first, however paradoxically. If you too are injured then you are unable to help.
3. Help with First Aid if you can.
4. If there is likely to be an official investigation then do not let anyone disturb the evidence. More evidence is gained or lost in the first hour than at any other time.
5. Obtain name and address of victim, take photographs, obtain names and addresses of witnesses,
6. Inform next of kin.
7. If there is damage to people or property then both CIS and the Property Office will need to be informed.
8. If relevant, Risk Assessments, contractors' method of working will all be required additionally.
9. Make a note as follows for the Parish Notice Board.

Electricity mains switch is at:

Mains water tap is at:.....

Mains gas supply is at:

10. Every parish should have a log book in order to record important matters as they arise.

This is at:

CONTENTS

Crisis page	1
Diocesan Curia	3
Routine Maintenance	4
Security	7
New Buildings, Alterations or Major Maintenance	9
Financial and Contractual Arrangements	12
Insurance Requirements	17
Health and Safety Aspects of Property	20
Historic Churches Committee	22
Purchases of Property	24
Closing of Churches, Disposals of Property Modifications of Parishes	25
Schools	28
Tenancy	29
Miscellaneous property related matters	31

APPENDICES

Application to Building and Sites Committee	36
Project Approval Sheet	38
Project Report Sheet	39
Historic Churches Committee - Code of Practice	40
Hire of Church Hall Premises - agreement	43
Licence for use of Car Park	52

THE DIOCESAN CURIA

The Property Department

The preferred method of communication with Curia departments is by email. However, there is no objection to using other methods such as the telephone. However, for important matters, if email is not used, then a letter or fax should be used instead, so that there is a written record.

Main and Registered Office address:

Willson House
25 Derby Road
Nottingham
NG1 5AW
Telephone: 0115 953 9800
Facsimile: 0115 953 9805 (all departments).

	<u>Email</u>	<u>Telephone No.</u>
Property:		
Rachael Oxspring	property@nrcdt.org.uk	0115 953 9845
Catherine Scholes	catherine.scholes@nrcdt.org.uk	0115 953 1162

Insurers:

Catholic Insurance Service
Oakley House
Mill Street
Aylesbury
Buckinghamshire
HP20 1BN

Telephone: 01296 422 030
Facsimile: 01296 428 049
email: enquiries@catholicinsuranceservice.co.uk

Catholic National Mutual
Based in Guernsey
claims@cnm.gg
Telephone 01481 732789.
Claims Manager Julian Bousfield

Electricity and Gas supplier:

Inter-Diocesan Fuel Management Limited
2 Park Road South, Prenton, Wirral CH43 4UX
Telephone: 0845 257 9739
Facsimile: 0844 443 2600
email: linda@ifmltd.com

Solicitors:

Massers
15 Victoria Street,
Nottingham
NG1 2JZ
Telephone: 0115 851 1666
Facsimile: 0115 015 1675

email: law@massers.co.uk
www.massers.co.uk

Estate Agents:

Mr Alistair Fleming
Spencer Birch,
8 Clarendon Street
Nottingham
NG1 5HQ
Telephone: 0115 941 3678
Facsimile: 0115 950 6235
email: info@spencerbirch.co.uk

Catholic Insurance Service Telephone Advisory Service

Policy number 1079016
Telephone 0330 058 0960, then option
1 Employment law/ HR legal advice.
2 Commercial legal advice
3 Tax advice
4 insurance claims
5 Employee counselling
6 Return to main menu.

Health and Safety (national and specialist in Catholic dioceses):

Willem Van Den Raad
Ellis Whittam
Woodhouse,
Church Lane
Aldford,
Chester
CH3 6JD
Telephone 0845 226 8393
Mobile: 07715 181890
Web: www.elliswhittam.com

Health and Safety (local):

Safety Measures
Foxhall Lodge
Foxhall Road
Nottingham
NG2 4DH
Telephone: 0115 911 0595
Facsimile: 0115 911 0590
Email: safetymeas@aol.com

Colin Blake
60 Boxley Drive
West Bridgford
Nottingham
NG2 7GL
07811 273466
email: colin.blake2@ntlworld.com

James Bardsley, FMAAT., Cert.IOSH., Obl.OSB
30 Grange Road,
Bracebridge Heath
Lincoln Lincolnshire
LN4 2PW
Tel: 01522 402981
Mob: 07598 865488
Email: jamesbardsleyoblate85@gmail.com

Gutter Clearance Companies
Streetwise Environmental Ltd
Abbey Road
West Bridgford
Nottingham
NG2 5NE
Contact: Emily Neary
Telephone: 0115 914 8381
Mobile: 07791 120 599
Switchboard: 0115 914 8408
Email: eneary@streetwiseenvironmental.co.uk
Alternative email: streetwise@streetwiseenvironmental.co.uk

Clean Slate (UK) Ltd
Raynesway Park Industrial Estate
Raynesway Park Drive
Raynesway
Derby
DE21 7BH
Contact: Ian Wisdom
Telephone: 0800 157 7477
Email: Ian.Wisdom@clean-slate.co.uk

ROUTINE MAINTENANCE

1. The routine maintenance of each building is the duty and responsibility of the parish.
2. There are a number of requirements by the Diocese's insurers. Failure to observe these can easily lead to an insurance claim being rejected. It is not an economy to skimp on these requirements nor on routine maintenance generally.

Annual Checks:

Portable Electric Appliance

Gutter clean and roof check. (Where guttering is unusually high and access is not easy and there are no leaves likely to block the guttering then this requirement may be relaxed. CIS have advised that this should be at the discretion of the Diocese. The key matter is whether the guttering is likely to be affected by the accumulation of leaves and other debris with detriment to the roof. Use of a drone would be needed from time to time to check this. Details of two companies for this work are noted above.)

Boiler and gas inspected by Gas Safety Registered (formerly CORGI) engineer

Asbestos management last reviewed (reports on Diocesan Website. Password Aedificium)

Security systems/ Burglar alarms

Lightning conductor check (if appropriate)

Fire equipment and notices

Fire alarm/ emergency lighting

Six Monthly:

Lift Service & Inspection

Three yearly:

Flat roof check by individuals with relevant knowledge and experience.

Five Yearly:

Fixed electrical wiring inspection test (NICEIC Approved Contractor/ Full Scope NAPIT member/ Registered Member of ECA/ member of SELECT).

The annual health and safety return will ask each parish to confirm that the above checks and requirements have been carried out and the date.

3. A quinquennial inspection regime has been established. Each year, as part of the annual return, confirmation will be requested that the work required under it has been carried out.
4. A list of professionals/ tradespersons is retained by the Property Department. It will be appreciated if those wishing to get onto the list approach the Property Department in writing (as there is a problem with cold calling) and a Parish Priest advises separately if he would wish to see that professional/ tradesperson on the Property Department list. Similarly, recommendations for removal from the list will be appreciated. While this list is prepared in good faith the Property Office can't accept responsibility if any appointment does not turn out as well as expected.
5. Health and Safety applies just as much over maintenance matters as with new construction.
6. When a specialist survey is carried out, eg by a structural engineer or an asbestos specialist then an electronic copy is to be placed on the Diocesan website. The Property Office will arrange this.

SECURITY

1. Concern has been raised about the security of priests and the following information may be helpful.

CCTV / Intruder Alarm System advice from ADT. Mr John Fletcher, based in Leicester, will be happy to advise. His contact details are Mobile: 07703 038782 or jfletcher@tycoint.com.

2. Over CCTV a Starter package with 2 cameras is available for £1,100 including a monitor and 31 days recording which can then be connected to a mobile phone for an additional charge. A 4 camera package would cost £1,900. There is a maintenance charge of £240 pa.
3. The chance of a criminal actually being recognised from a CCTV picture is not terribly high although a camera will provide evidence against a known criminal and the presence of a camera must provide at least a deterrent effect.
4. Reference should be made to the Data Protection Commissioner's website over the required notices to be made available.
5. For an alarm system a control panel is needed which is linked to a central station. The one off cost for the control panel is £250, each movement detector £90, the same for a personal attack button and a hand held wireless personal attack button £140. However there is, with the control panel, a control room link needed of £470 pa.

(Prices guideline all at 2016).

Taken from the Churchwatch Website

6. Church security is easier if only one door is used for entrance. (Obviously there must be a second exit door for use in an emergency and for a large church more than one). If feasible there should be someone at that door able to close it if necessary and even to bolt it.
7. A welcomer should challenge someone acting suspiciously.
8. Incidents during church services seem generally to be alcohol related.
9. Serious incidents have been knife related. As a general rule, distance between you and a person with a knife is better.
10. A larger church may consider appointing people who can take charge in the case of an emergency.

Physical security

11. For the presbytery the main door should have a spy hole and door chain, the windows window locks, external lighting including a self activated security light, security doors and perimeter fencing. A notice may be placed on the presbytery door saying no one will be seen after 8.00pm except by appointment.
12. Blocking off an area is helpful. Gates should be self closing.

Places of Worship Security Funding Scheme

13. Further details of this scheme are available as follows : <https://www.gov.uk/guidance/places-of-worship-security-funding-scheme>. Although the previous scheme finished on 4th October 2016 a further scheme has been announced and it is strongly recommended that if further equipment is thought desirable then consideration be given to applying for a grant. Each police area should have home office funded counter terrorism advice available. The only feedback we have received so far from an unsuccessful application to date is that evidence needs to be provided of hate crime or hate based attack. This might apply to the place of worship in question or to another such place within 2 miles.

Other

14. Do not be discouraged from reporting an incident to the police. A number of linked incidents may be assist the police in knowing which area to target.

NEW BUILDINGS, ALTERATIONS OR MAJOR MAINTENANCE.

1. All property within a parish is legally owned by the Diocese on behalf of the Parish and not by the parish direct. Any expenditure above £5,000 needs to be authorised specifically by or on behalf of the Diocese.
2. For property matters the authorisation is invariably given by the Building and Sites Committee for expenditure up to £250 thousand. For projects above this limit, projects are recommended by it to the Board. Its membership, appointed by the Board, includes the Bishop (Chairman), a Vicar General, the Episcopal Vicar for Finance and Administration, a person recommended by the Council of Priests and at least 3 members are Diocesan Directors. It meets four times per annum.
3. On receipt by the Property Department, an application will be given a reference number.
4. Where a building is listed Grade I, II* or II then approval is also required by the Historic Churches Committee of the Diocese. This applies whatever the cost of the project. The Diocese has also decided that changes to certain other buildings owned by the Diocese, considered to be worthy of special treatment, as determined by the English Heritage Taking Stock survey, should also be referred to the HCC for approval. In practice this approval will run alongside the approval where necessary by the Building and Sites Committee. The Historic Churches Committee includes experts in architectural matters.
5. Support or best wishes offered for a particular project, for example, by the Bishop or another Director are just that and a formal authorisation is still required in line with this Manual.

Building and Sites Committee - Outline approval.

(Standard Forms are available at the end of this Property Manual for applications to Building and Sites Committee)

6. The initial submission, at least for major works, to the Building and Sites Committee will probably be to ask for an outline approval only. The wholehearted support of the parish is key, particularly when it comes to fund raising and this needs to be demonstrated at this stage. During the preliminary stages of a project only sketch designs should be authorised. This is to avoid professional fees being wasted if, for any reason, the project does not proceed any further.
7. There is no need to delay approaching the Property Department for informal discussion because of parish approvals still being awaited. This can take place in tandem.
8. If a Parish Priest wishes to attend the Building and Sites Committee, perhaps with a professional adviser, then he should make arrangements in advance for this with the Property Department which provides the secretariat for the meeting. Please do not make arrangements to attend without the relevant plans and costings having been forwarded in good time, at least three weeks, before it. If helpful, a conference telephone call with a professional adviser can be arranged in the room in which the Buildings and Sites Committee or Historic Churches Committee meetings take place.
9. Anything needed for a Building and Sites Committee meeting or for the Historic Churches Committee (HCC), not received at least three weeks before it means that the submission is not likely to be approved by the meeting, except possibly conditionally. It will be put on to the agenda for a later meeting. Both the Finance Office and Property Department will give informal guidance on whether a submission is likely to be acceptable and what matters are likely to be raised at the meeting. Both Committees and the Property Department will want to be supportive and please make clear the status of the application. If an “in principle” request is likely to become urgent at a later stage, eg for heating arrangements as winter draws near, then please make this clear in the original approach.

10. A submission should include a sketch of the existing site and any buildings and photographs, a note of what the parish wants to do and why. Any plans should be prominently labelled. For the costings, a form is appended at the end of this Manual which should be downloaded, completed and forwarded with the submission. A submission should include advice of any known plans, eg for local authority plans for housing in the vicinity and the Deanery's view. This applies especially at this outline approval stage.
11. Inevitably certain professionals have performed better than others in practice and a word with the Property department advising the name of the proposed architect may well be helpful in getting advice of a particular firm's strengths and weaknesses. In any event, in dealing with professionals, the parish needs to make clear with its professionals at the outset what the cost will be both if the project does go ahead and if it doesn't.
12. Before consulting an architect (or similar professional) in relation to a listed building (and for similar reasons to a Taking Stock church) consider carefully whether he or she has the requisite expertise. The work required is particularly specialised and a qualified conservation architect with experience with listed buildings should be able to understand much better the special approvals and permissions required.
13. It is unlikely that anyone re-ordering a Church can do so sensibly without a working knowledge of "Consecrated for Worship" dated September 2006 available from the Catholic Truth Society and also available on the internet.
14. Before making a submission for "voluntary" work please make sure that you will have sufficient contingency in place for other work not associated with the project. The Building and Sites Committee and Historic Churches Committee will want to take into account the condition of the other parish buildings which will be evidenced in the latest quinquennial report. The Committee will not wish to receive, for example, a request for an urgent loan for a new boiler or advice that there are major structural problems with other buildings shortly after the parish has spent a lot of money on a new building.
15. Expenditure up to a certain limit, currently £250 thousand, approval is given by the Building and Sites Committee. Above that amount approval is given by the Board on that Committee's recommendation. At the meeting at which Building and Sites Committee is asked to give the final approval or recommendation to the Board full information is required. The plans at this stage will need to have the full details of the materials proposed to be used and their specifications.
16. Local authority planning permission approval will generally be required and if in doubt it may be consulted for advice about this.
17. Provision for the disabled will be particularly noted and required by the Building and Sites Committee. Please ensure that this has been properly considered.
18. The person advising should also be aware of the arrangements for the Community Infrastructure Levy and how it affects Charities.
19. Permissions are only given in writing except for emergency work. Emergency work is taken to a subsequent meeting for retrospective approval for the Building and Sites Committee or an emergency faculty issued for the Historic Churches Committee.

Conduct of Construction after approval has been given.

20. As legal owner of the property of the Diocese, Parishes should note that the Diocese will require a professional to be appointed in order to ensure that its duties are properly observed. Since the project is for the benefit of the parish the charge will be borne by it. Where the Architect and/ or the Quantity Surveyor are not independent of the main contractor this is particularly important. The duties of that professional are:
- a) to advise at the outset over the contractors to be used noting that their competence is important. Also important is their financial situation as the contractors will be required to provide a warranty for their work.
 - b) to act as intermediary between the contractor and employer/client over changes and variations in the work in ensuring that the parish is included in this.
 - c) to keep the Diocese fully informed of progress, site meeting minutes and, in particular, costs of the contract as against the original contracted sum. Also, to keep the Diocese informed over the time to completion in the same way.
 - d) to undertake the Diocese's responsibilities over health and safety other than those of the Principal Designer. **THIS IS PARTICULARLY IMPORTANT IN THE CONTEXT OF THE DIOCESE.**
 - e) to provide advice generally over achieving the best price and the method of working.
21. The need for further work can be discovered while the original work is being carried out. Where, as usual, there is a benefit in the work being done eg with builders on site or where scaffolding is already up then approval for the further work can be given by telephone. This will then be referred to the next Building and Sites Committee for its formal retrospective approval.

Other Points about Works

22. It will not be appropriate for the Blessed Sacrament to be reserved in a building in which building work is taking place.

FINANCIAL AND CONTRACTUAL ARRANGEMENTS

1. All of the costs relating to the project will be borne by the Parish, including cost overruns, even if actually incurred by Diocese on its behalf.
2. The formal submission to the Buildings and Sites Committee should include advice of how the parish intends to fund the work. Remember that there are revenue consequences of capital expenditure so please particularly take account of the running costs. No parish will be grateful for a long term drain on its resources for years to come.
3. Building and Sites Committee approval is required in the usual way even where the expenditure is to be borne by generous parishioners or from a grant or from the proceeds of an insurance claim.
4. Building and Sites Committee approval is also required for any project or for a number of projects, perhaps in different buildings but at or around the same time, with a value of above £5,000 even if the individual payments will be under £5,000 each.
5. Please do not make an application for non urgent work if the parish is not making a surplus or will not be if the interest on the money going to be used on the building is not included. Not only will there be no surplus on the basis of which a loan can be justified there will also be no money available for the day to day running of the parish. In any case if a parish is unable to run itself at a surplus then there is a query about whether it has the necessary competence for actually running a building project.
6. Professional advice may be offered without charge or at a favourable rate for example by a professionally qualified parishioner. In such cases parishes should be aware that it may be difficult to seek redress from that professional if something goes wrong. This advice may be acceptable at the outline stage but before the final authorisation is given all professionals used must be in business and thus have professional indemnity insurance in place.
7. The Contract Administrator, usually the architect, will be responsible for obtaining comparative quotations. Ensure that the quotes when received are not advised to those providing the alternative quotes.
8. Comparison of the tenders should be undertaken to see where there may be savings with the preferred tender.
9. An allowance for a minimum 25% cost overrun is required at the outset. This may seem excessive but experience shows that in practice this is easily used up. At this stage the cost estimate is usually based on so much per square metre of building and therefore can only be very approximate. When building has commenced, invariably further work is found to be necessary. Other problems can be found on site which can be much more economically dealt with when builders and specialist sub- contractors are readily available. At the end of a contract, when the contractor has been fully paid, there is inevitably little enthusiasm on the part of the contractor to deal with latent defects and money in hand may well be needed for professional advice to enforce contractual obligations. If a case is to be made for a lower cost overrun allowance then a much more accurate costing will need to be submitted by an independent Quantity Surveyor not employed by the architect.
10. Although full contingencies are to be put into the submission to Buildings and Sites, do not advise the contractor of them. He might then find opportunities to use them on unnecessary work.
11. The Contract Administrator should also carry out a limited financial review of the Main Contractor and, if appropriate, of key subcontractors. A bond may be appropriate to expire at the end of the defects period rather than on practical completion.

12. The full details of the total cost of the project are required before final approval is given. This must include not only the contract price but also VAT (unless not chargeable in which case a copy of the professional advice of that needs to be supplied) and professional fees also include VAT. A contingency element must be included as well as the costs of internal decoration, fitting out and furnishings. The cumulative effect of all of these means that the total cost can be well over 50% above the original tender price and the submission should show how the parish has allowed for this in their calculations for payment. The form included in the appendix of this Manual, should be used. Completion of this will make it easier to show how the repayment is going to be made.
13. For VAT exemptions consider instructing professionals for approaching HMRC Written Enquiries Team, Alexander House, 21 Victoria Avenue, Southend on Sea SS99 1AA. The charitable use of a parish hall must be 95% (formerly 90%) in order to benefit from VAT exemption and professional advice is important. There are special rules applicable to annexes.
14. Under the Listed Places of Worship Scheme a grant may be obtainable for a listed place of worship to offset the cost of VAT in certain circumstances. It is available to repair or maintain the fabric of a listed building which is used principally as a place of public worship and is used at least 6 times per annum. The amount of the grant is at the same rate as VAT and therefore reduces the effective VAT to nil. The details can be found from its website or telephone 0845 013 6601. If the amount of VAT is critical to the viability of the scheme then Building and Sites Committee will not approve the work until the VAT status is clear. The parish has the responsibility of reclaiming the VAT.
15. By the time of the final submission to the Buildings and Sites Committee, details of how the project is going to be paid for are also required. This may include any amount in set-off held for the parish and also some parishes set up a special building fund set-off account in addition. Unless 50% of the full cost is available in this form it is unlikely that approval will be given.
16. In order to pay for the project, a parish may apply to the Diocese for a loan out of the set-off funds (in effect the funds belonging to other parishes). In such a case the parish will need to show how it will be able to repay it on a monthly basis over a suitable period say between 5 and 20 years. The maximum period for repayment for a building will be 20 years. In the case of a refurbishment, if a loan is given, then a maximum period of 5 – 10 years will be more appropriate, depending on the likely life of the project. It is most unlikely that a new loan will be granted until an earlier loan has been paid off. The actual rate of interest charged will depend on interest rates over the period. The plan for the repayment must be approved as part of the authorisation. A rate of interest of 6% will be assumed for this purpose for a new building or 3% if the project is one of maintenance. **The loan is applied for by the parish and monthly repayment instalments are its responsibility. Although some financial checks may be made by the Finance Office before giving a loan this does not absolve the parish from this responsibility. This point is emphasised because, in cases in the past where the parish has difficulty in repaying a loan, it has had no compunction in blaming the Diocese for allowing it to go ahead with the building. Conversely where the permission has been refused for financial reasons the parish has had no compunction in blaming the Diocese for restricting the scale of its proposed works. While the Diocese will try and act as a prudent lender the responsibility for repayment of the loan always remains with the parish.** Further, the money represented by the loan does not belong to the parish and it therefore has a moral duty to repay it. If the parish feels that it is unable to carry on with the day to day work it wishes to do and repay its loan as well then it had no business to seek a loan in the first place.
17. Whether a Diocesan loan will be required or not, the timing of the work does need to be clear to the Finance Office so that the cash requirement can be budgeted and notice given if necessary for money to be taken off money market. Further the approval, at least so far as costs are concerned, should be regarded as given for a limited period only. If the delay between approval and the work is over 6 months then the approval will need to be renewed. However, this will be simply to update the figures and the plans would usually not need to go to the Building and Sites Committee again.

18. Occasionally promises are made by a parishioner for a contribution provided the building goes ahead. This is acceptable provided that it is in a legally binding form and that it is evidenced that the funds will be available as necessary.
19. We have advised in the past that loans may not be accepted by a parish because what seems to happen in practice is that the parish ends up repaying the amount twice. On the first occasion this is because of a correct repayment and the second when eg a member of the family discovers the paperwork several years later and wants repayment again and the evidence of the earlier repayment cannot be found. The Diocese will not guarantee the repayment of the loan and since a Catholic parish has no legal status the loan will not be secured. The better alternative is of a loan being obtained from the Diocese at the usual favourable rate of interest. The parishioner then donates the interest to the parish with Gift Aid, the financial effect being similar.

The contract

20. It is the policy of the Diocese that standard contracts be used. For a major project, the Architect/ Contract Administrator will prepare these, invariably using standard documentation. As an alternative the contract must be prepared by a lawyer. This latter might apply, for example, where a “swap” type of arrangement is envisaged with a developer building and selling houses in return for the building of a new church.
21. The Architect/ Contract Administrator is to consider whether the contract is to be executed under hand or under seal and advise the Property Office of the reasons for its recommendation and also if direct warranties should be required from particular sub contractors.
22. The Architect/ Contract Administrator is to advise the Diocesan appointed professional and the Finance Office regularly and at least monthly of progress and in particular of any cost overruns which may require further authorisation. The major reason for cost overruns is because of additions and variations to the contract. Such variations (which in any case are invariably charged at a much higher rate than the originally contracted work) require to be approved both by the parish and by the Building and Sites Committee. Remember, also, that the standard contracts seem to be biased in favour of the contractor and professionals and this can and does result in adverse cost implications for the parish.
23. In order to ensure that the project is completed in the event of insolvency of the contractor a suitable bond must be arranged for any substantial (value, say, over £250,000) work. It must not expire until the end of the defects period and not just on practical completion.
24. Where professional work or the contract itself is awarded to someone connected with the Parish as a parishioner or related to one, there is a potential conflict of interest. In this case the application to Building and Sites Committee must make this clear and also how the conflict is to be managed. Particular attention should be paid to obtaining comparative quotations in this case. Out of goodwill for doing something for the Church, special prices can be obtained by a Parish in this way and this need not be discouraged. The position of the independent Contract Administrator becomes key in this. However the person doing the work must be in business in that area and thus properly insured.
25. It is Diocesan policy that no gifts should be made to anyone associated with the contract, whether to a person involved in the parish or the Curia. If any is offered it should be advised to the Finance Office for reporting to the Building and Sites Committee. This policy is to be interpreted sensibly and there is no need to cause ill-will by turning down a very modest gift to an individual or a modest gift to the parish but it should be advised to the Finance Office nevertheless. For any other gift, even to the parish, prior approval should be requested. The person offering such a gift will invariably be aware of the difficulty that an inappropriate offer of a gift can cause to the intended recipient.

26. If the project is of a “swap” form where building land is taken over in return for construction work then the contract is to provide for the benefit to be passed to the developer pro rata to the building work. The Diocesan solicitor (or other solicitor being instructed) should be consulted at an early stage over such a contract so that his or her requirements can be included before heads of terms are reached.
27. The signing of the contract will be arranged by the Finance Office or Property Department and this will not happen until the Building and Sites Committee approval letter has been issued. The work may not commence until the contract has been signed.

Conduct of Construction after Building and Sites and Historic Churches Committee approval has been given.

28. Since the contract is directly with the Diocese, bills including Architects/ Contract Administrator Certificates and related VAT invoices will be forwarded to the Finance Office for payment and charged to the Parish set-off account. When there are no funds available in the set-off account then the loan account will be opened and interest charged annually. The need for a loan will, of course, have been foreseen and an agreement for this made with the Finance Office in advance in the usual way. A parish can and should ask the Finance Office for a print out of its set-off/ loan accounts from time to time.
29. This central payment makes it possible for the Finance Office and Property Department to keep financial control of the contract and also to have to hand the paperwork necessary, eg for the parish to make a claim under the Listed Places of Worship Scheme. Should the parish prefer that the payments are dealt with out of the parish current account then arrangements can be made for a transfer to be made immediately so that the amounts are reflected in both accounts.
30. Parishes are reminded that under standard construction contracts it is only permitted to withhold payments once they are certified under the contract by the Architect/ Contract Administrator to a very limited degree. It is therefore up to the parish to maintain a good working relationship with the Architect/ Contract Administrator in order to protect the parish’s interests and to ensure that if there is a problem that the Architect/ Contract Administrator does not certify work incorrectly. After practical completion has been certified by the Architect/ Contract Administrator the responsibility of the contractor is limited.
31. A professional must not, obviously, hide behind the fact that the Diocese is legally the party to the contract and not the parish to avoid his responsibilities to the parish under it.

Smaller Works including Repairs and Maintenance

32. Three quotations should be obtained and included in the submission to Building and Sites Committee. If three quotations have not been obtained then the reason for that should be advised; eg an independent Quantity Surveyor may have reported separately that the cost is reasonable and that it is unnecessary to go the expense of obtaining further quotes or there may be a contractor with experience of the building in question with a good track record with the parish. The alternative quotes should not, of course, be advised to the others quoting.
33. A business of substance will usually be VAT registered and a parish should be wary of using a non VAT registered contractor despite the price saving which results.
34. For smaller projects the JCT Minor Works contract will be appropriate if there is a Contract Administrator or similar person supervising the work. If there is not, then the JCT Repair and

Maintenance Contract Commercial 2011 may well be appropriate. If there are no formal agreements then the terms of the JCT Repair and Maintenance Contract Commercial 2011 shall be regarded as applying as far as possible including the Supplemental Provisions.

35. Smaller projects tend not to have the same professionals supporting health and safety matters. Reference should be made to the Health and Safety section below in relation to these projects.
36. If the parish wishes to change the professionals or the contractor then it should remember to inform those concerned as well as the Finance Office. It goes without saying that any contractual costs involved in such a change are the responsibility of the parish. The decision should not be taken lightly and it may well have been appropriate, especially where significant sums are involved, to have taken legal advice first.

INSURANCE REQUIREMENTS

Please refer to the Insurance Scheme Summary on the Diocesan website. In relation to claims please copy in the Diocesan Property department.

Further information is also available on the Catholic Insurance Service website, for which the user name is Nottingham and the password Anicetus.

Further information is as follows:

All works including maintenance

1. Unless the contract provides for a different arrangement, for new building work the Contractor is responsible for arranging insurance. For alterations and extensions both the Contractor and the Diocese (referred to in JCT contracts as the Employer) insure jointly. Before any work is started the insurers, CIS, must be notified in writing on its standard form available on the CIS website if over the limit (£250 thousand at 2018 to include fees but to exclude VAT). In both cases both parties send copies of evidence of the insurance to the other. The parish building insurance should be taken out at least 16 days before the start of work on site.
2. **Please refer to the Risk Management section of the Insurance Scheme Summary for the requirements over insurance for contractors. The Contract Administrator must ask for copies of the policies.**
3. Although not a requirement of insurers one should also consider seeing the professional indemnity insurance certificates of the professionals involved in work.
4. When scaffolding is up the opportunity must be taken to apply Smartwater to existing metal, as well as to any new metal which is being used. Replacement Smartwater can be obtained via CIS or Smartwater 0333 320 7797. The signage for Smartwater is also required.
5. At the end of any work a new re-instatement value is required, if applicable, so that insurers can be advised of the revised cover needed. Similarly a schedule is required of the contents so that the insurers can be advised of the revised cover needed and also for the statutory accounts.

Volunteers

6. The work which volunteers are permitted to do is limited and reference should be made to the Risk Management section of the Insurance Scheme Summary. However, just because a particular task is not formally excluded above does not mean to say that it is appropriate for a volunteer to tackle it. A volunteer must be appropriately capable and experienced to carry out the tasks to be performed, given training as necessary, a risk assessment and method statement carried out. Generally with volunteers it is the younger volunteers (18-21) and the elderly who seem to be most vulnerable. Volunteers should not act without the parish priest's permission.

Dealing with incidents

7. In the case of an incident, and other than tending immediately to any victims, the most important things are:
 - a) photographs
 - b) names and addresses of witnesses

c) not destroying evidence. For example a broken set of steps, must NOT be thrown away. It must, however, be immediately taken out of use and **PROMINENTLY MARKED THAT IT IS “NOT IN USE”**

d) cordonning off an area will often be appropriate while an investigation takes place.

8. Most evidence is gained or lost in the first hour.

9. Inform insurers at the first opportunity, copying in the property department. Claims to do with property are now passed direct to CNM and don't go through CIS any more.

10. If the Local Authority is investigating, do not take any action without following the insurer's instructions. **If insurers advise that they want a solicitor, which they will instruct, to be present do not allow the local authority inspection to take place without their instructed solicitor being present.** To do otherwise obviously risks jeopardising the insurer's support over any claim. involvement.

11. One cannot be compelled to make a statement legally.

12. One cannot claim privilege by just claiming it is in contemplation of seeking legal advice.

13. For an incident over which there may be press interest, there is no need to clear a press release with insurers but a statement should be available cleared with the Diocese's Communication Officer.

14. Do not use your health and safety consultants in an investigation since they are potentially “conflicted”. Their evidence may not be regarded as impartial and therefore unhelpful.

Other insurable items

15. The policy has replacement limits of £25,000 for an organ and £10,000 for other valuable items unless specifically declared.

16. If appropriate a separate valuation needs to be commissioned for a valuable item and CIS notified. This may apply especially to items in the Church such as a valuable organ or chalices and monstrances made of precious metal. Photographs both of the piece (include a ruler in the photograph to give an indication of its size) and of any hallmarks or similar markings will be particularly helpful as will a note of the weight particularly if the piece is made of precious metal.

Occupation eg by parish sisters

17. The insurance responsibility for the parish activities by parish sisters is that of the parish. However our insurers are concerned about religious orders not piggybacking on our insurance for their own activities just because they are occupying our property. Accordingly the insurance provided is limited to parish business.

Insurance Implications of Housing Refugees and Asylum Seekers

18. For the record the following advice was received from CIS by email on 30th July 2018. (it does not follow from this advice that approval would be given by the Diocese, but if it were then the very minimum requirements would include the following).

“As you suspected, in the past few years we have received a number of enquiries regarding the insurance implications of housing refugees and asylum seekers. We are pleased to advise that there is no insurance reason why you shouldn't offer accommodation to refugees and asylum seekers, either in a presbytery with a resident priest, if this is your preference, or in unoccupied buildings.

However, the insurance policies do require due diligence, so you can't offer any available rooms or housing to refugees and asylum seekers without careful consideration of the risks to them, the clergy, and other users of your parish sites.

There are a number of charities who specialise in this field and who would be able to provide you with advice and support if this is something you are planning to do, they are likely to have already considered the risks and encountered the issues before, therefore it will prevent you from having to reinvent the wheel. Some of these charities will also lease property from you and as a result some of the associated risks could transfer to them. Equally your Local Authority might be able to provide useful advice.

Although not exhaustive, you should give consideration to:

H&S

- is the property a suitable and safe residence for the refugees and asylum seekers? Do you need to undertake a risk assessment, or if the property has been empty for a period of time do you need to have the gas and electrical installations inspected? If property has been or could be let to a residential tenant it is likely you will be able to answer this positively. If a former presbytery adjoins the church and you are unable to separate the two buildings, perhaps this isn't suitable accommodation;

Safeguarding

- are there any safeguarding implications? You will need to consider whether you could house a family of refugees, or vulnerable refugees. Consider all the other users of the site, and the risks posed to them. If you hope to house the refugees on a parish site you also need to consider their visitors and the risks they might create.

Protecting your organisation

- how will you ensure that those you are offering housing to are refugees or asylum seekers who have the right to remain in the UK?

Protecting your property

- if residing with a resident priest, or if they do have access to other church buildings consider whether there are any valuables and cash in the presbytery or other buildings which should be removed, or stored more securely. We are not suggesting that these individuals are dishonest, however, it is sensible to remove temptation, and your insurers would require you to take reasonable precautions.

As advised previously this list is not exhaustive and we would recommend that you consider engaging with an organisation working in this area.

If you wish to discuss this further, please do not hesitate to contact us.

Kind regards”

HEALTH AND SAFETY ASPECTS OF PROPERTY

Construction Design and Management Regulations 2015

1. The Diocese's duties under the above cannot be delegated. **Under these the construction work must be carried out, so far as reasonably practicable, without risks to the health and safety of any person affected by the project.** These require that:
 - a) a Principal Designer is required to be appointed to manage health and safety matters
 - b) by the client– this job cannot be delegated to one of the professionals
 - c) when more than one contractor is involved at the same time
 - d) DIY and maintenance work are not included but renewals and new builds are.
 - e) the client must give the notice, even if another professional completes it, to HSE for a project involving more than 20 workers on site at the same time or taking more than 500 worker days.
 - f) the Diocese must also appoint the Principal Contractor.

Although the duties of the Diocese in these matters cannot be delegated, building and health and safety professionals are not employed by it. Therefore professionals who work for the Diocese **MUST** advise it on any health and safety matters and its duties under the CDM Regulations. This applies particularly to those who undertake the oversight duties on behalf of the Diocese.

2. An asbestos survey has been carried out of all of the Diocesan buildings and these are obtained in machine readable form from the Property department in advance of their being placed on the Diocesan website. Where relevant a contractor may need to carry out further tests before work commences. As far as possible, when works are being carried out, the opportunity should be taken to have asbestos removed by appropriately qualified professionals. Any action taken which affects asbestos is to be reported to the Diocese for placing on the Diocesan website including the results of any additional survey.
3. The health and safety (CDM) file is a live file maintained as time goes on. Before work starts it will include pre construction information - information about the project which is already in the client's possession or which is reasonably obtainable by or on behalf of the client. Apart from asbestos already referred to, this will include hazards such as below ground services.
4. The use of contractors, whether for building or maintenance work, may be a cause of a health and safety incident. Appointing a contractor does not remove the duty of undertaking appropriate risk assessments and / or discussing with the contractor his method of working.
5. The parish must not hesitate to report concerns to the Architect/ Contract Administrator in writing with a copy to the Principal Designer and to the Property department. The person appointed to look after the project on behalf of the Diocese has the duty of fulfilling the Board's responsibility over this important matter and must also receive a copy. Lastly, if there has been a breach of health and safety requirements, then the Property Department must make a report to the Diocese's Health and Safety Committee together with advice about how the matter has been resolved.
6. At Practical Completion the health and safety (CDM) file should be nearly complete.
7. When complete a copy should be left on site as required by the regulations for inspection by any person who may need the information for so long as the building stands. At the end of the contract a

copy of the file should also be passed on to the Property Department for placing on the Diocesan website. At the same time, if it has been possible to remove asbestos from the site the asbestos survey needs to be updated, again via the Property Department.

8. A health and safety risk assessment should take place before the snagging period is complete

Smaller Projects

9. Smaller contractors may well have no special training and it is appropriate to discuss with such a contractor particularly how he or she proposes to do the contracted work. A written Risk Assessment and Method Statement should be required in appropriate cases. These should be reviewed and possible areas of danger considered. If not satisfied, then the work should not be undertaken until an independent risk assessment has been carried out by an appropriate health and safety professional. For smaller works reference may be made to the “Industry Guidance for Small, One Off and Infrequent Clients on the Health and Safety Executive website.
10. In assessing the competence of a contractor, membership of the contractor’s trade association would be expected. Membership of organisations such as the “Contractors Health and Safety Assessment Scheme”, “Construction Line” or Acclaim or similar schemes may be regarded as very helpful even if not actually required.

Parish property occupied by a religious order

11. Where a parish property is the responsibility of eg a religious order occupying as “parish sisters” then the health and safety risk assessments are the responsibility of the parish as their work is parish work.

HISTORIC CHURCHES COMMITTEE

1. The Historic Churches Committee Code of Practice in the Appendix section of this Manual gives further advice about additional information required for an application.
2. Works to such buildings still require local authority approval. The consultation procedure involves both the local authority and the national heritage societies and their views are taken into account by the HCC and they and objectors are notified of the decision reached by the HCC.
3. As with the Building and Site Committee applications can be made informally prior to a formal application and this is recommended. The formal applications to the HCC, involving statutory notices, formal consultations and advertisements are not generally put into effect until the HCC has given an indication that it will approve the work. This gives the opportunity for the HCC to make known its advice informally to the parish and to the architect. However if there is a need for speed and particularly if the application is not likely to be controversial, on request to the HCC Secretary the various formal consultations will be undertaken before the HCC has considered the application.
4. The formal applications must be made on approved forms and the Property Department will complete these on behalf of the parish. Further details can be downloaded from the internet at www.catholicchurch.org.uk and follow links to the Patrimony Committee.
5. Reference is sometimes made, in connection with HCC applications and for grants applications, for listed buildings to a Statement of Significance and a Statement of Needs.
6. A “Statement of Significance” must accompany any application for consent that proposes significant changes to a listed place of worship. It outlines what is most important and special about your particular church. It should put your building into a wider context and explain why certain things are significant. Though they take some time and effort to put together, a good statement of significance will only need updating when major changes or additions have been made, or if new historical information about your church is uncovered. Basic information, location and setting, history, description, particular items of significance and churchyard would be included. This information will be available in the Taking Stock survey of the parish buildings.
7. Unlike a statement of significance, a “Statement of Needs” is specific to a particular proposal for change, and is an opportunity to explain what the parish is aiming to do and why. A statement of needs should also make clear what impact the proposals are likely to have upon the church building, referring back to the statement of significance and identifying how this may or may not change. Putting together a statement of need can be a useful opportunity for your parish to think through likely questions and challenges before they are raised by others involved in the faculty or planning process. It can also help to identify options which you might not have thought of before. Where possible, use facts and figures to support a statement of need. Perhaps carry out a survey of the congregation, or keep a record of times when something you don’t have has been requested. Canvassing the wider community is also worthwhile and adds credibility to your proposals. The statement might include current and future needs of the congregation/ parish, explanation of proposals, impact on the building and evidence of support.
8. The faculty has a limited life.
9. At the end of a project the architect is required to certify that the work has been carried out in line with the HCC requirements and that no deviations have taken place.
10. The HCC also has duties in relation to closing Churches and other places of worship although none for demolition of a listed building but notifications are required.

11. The HCC's function is to give approval to applications made to it. While it may try and assist parishes that is not its direct function.
12. Historic England issues guidance to those involved in work on historic churches. For example it accepts in certain cases that exact like for like replacement is not always necessary, eg with stolen lead. However it will need to be shown that the significance to the building will be outweighed in ensuring, eg, its long term wind and water tightness.

PURCHASES OF PROPERTY

1. For purchase of property by a parish, again Building and Sites Committee approval is required. The consultation of the appropriate Parish Committees is to be demonstrated.
2. Use of the Diocesan professionals by a parish is not compulsory. However the Diocese may instruct the Diocesan professionals in addition to any professionals which the parish has instructed in order to ensure that its own duties are fulfilled. There may, therefore, be a cost saving for the parish to instruct the Diocesan professionals in the first instance. As with other professionals any qualified person may assist the parish but for the formal approvals and certificates the persons instructed must be professionally qualified and in practice and thus hold the appropriate professional indemnity insurance.
3. As a charity a purchase can only be made at a price supported by a qualified Chartered Surveyor with knowledge of the type of property in the area in question.
4. On purchase and sale of property, there are special tax rules over VAT. The Diocese has not elected to waive any exemption from registration for VAT it may be entitled to and therefore will not charge VAT on rents nor on disposals of property.

CLOSING OF CHURCHES AND DISPOSALS OF PROPERTY

Sources (referred to in the text as noted in brackets):

Code of Canon Law (Canon nnn); Letter from Congregatio Pro Clericis dated 30th April 2013 (CPC letter); Directory on the Ecclesiastical Exemption from Listed Building Control November 2017 CBCEW (Directory Eccl Exemp); Catholic Insurance Service Insurance Scheme Summary (CIS Summary); Charities Act 2011 (Char Act); and Consecrated for Worship CBCEW 2006 (CW).

Closure of Churches

1. If the closure is temporary, consider whether it counts as unoccupied for insurance purposes. If so then it is necessary to notify CIS. Insurance cover is restricted after 90 days unless agreed otherwise with CIS. (CIS Summary). No further action is necessary.
2. If the property, for which closure is being considered, a listed place of worship, then a report is to be commissioned per the provisions of Directory Eccl Exemp. This will be at the cost of the parish. It is to be discussed by the Historic Churches Committee (HCC). The HCC, in turn, advises the Patrimony Committee, the local authority, Historic England and the national amenity societies using Form 15 and a copy of the report. Form 15 is also to be displayed at the building in question for 28 days.

It is generally the case that the report will recommend that the property does have an alternative use and should be preserved. By this stage, if the property is of interest, it is likely that the information of a possible closure will have become public and the “save whatever church it is” campaign will begin. Therefore the Diocesan Communications Officer should have been brought in at this stage.

This report and the views of the HCC (if any) are to be brought to the attention of the Bishop.

3. If the property is a Church (by whatever name) which is being considered then there are canon law implications. Any building to which people have a right of access for divine worship would be considered to be a Church.

There is a “disposition” that a place given over to divine worship should retain that sacred character if possible. This particularly applies to an altar. Even if Sunday Mass is eliminated, a church must remain open for the access of the faithful (Canon 1214) unless the following procedure is implemented. Only the Bishop can permanently close a Church (in Canon law described as a relegation to a secular but not unbecoming purpose and referred to as a “relegation”) for grave reasons (Canon 1222) and this requires:

- i) Consultation by or on behalf of the parish priest of:

Parishioners

Parish Pastoral Council

Parish Finance Committee

Schools

Other Catholic organisations

Deanery

A major benefactor or similar.

- ii) A petition to Bishop stating the grave reasons.

(The following are not, of themselves, grave reasons but cumulatively could be (CPC letter):

A general plan in the diocese to reduce the number of churches.

The Church no longer needed.

The Parish has been suppressed.

The number of parishioners has decreased.

Closure will not harm the good of souls.
A desire to promote the unity of the parish
Some potential future cause which has not actually happened yet.

If the cause is financial then the finances which are relevant are those of the parish and, further, other reasonable sources of funding are to have been considered and found inadequate. It is understood that this is the most usual grave reason).

- iii) The petition, with minutes of the meetings held and with any other appropriate evidence, should be forwarded to the Secretary of the Council of Priests in sufficient time for it to be circulated and discussed.
- iv) Consent of those who could lawfully claim rights over the Church.
- v) Sureness that the good of souls would not be harmed – consider what will be done for regular worshippers as well as to develop the mission of the Church in that parish
- vi) What the parish priest might do with the former Church for example is it likely to lead to its eventual disposal or other “alienation”.
- vii) Bishop’s decree relegating the Church, including the summary of the grave reasons and also giving aggrieved parties information about the availability of recourse (in other words appeal) against his decision (Canon 1734 and 51).

It follows that in the absence of a Bishop such a decision cannot be taken.

Parish Modifications

4. If a parish modification is being considered, then this is for a just cause (whereas for relegation of a church to secular use grave reasons are required). Each requires separate decrees “Ad rem”. A similar but separate process is required as in 3.

It is difficult actually to suppress a parish and requires its total loss. The usual situation is a merger (or, less likely these days, division). The principal motivation is a concern for souls (Christus Dominus 32) and where the good of souls requires it (Apostolorum Successores 214).

Per the CPC letter, the Bishop may take into account the good of the whole diocese. He must hear those whose rights are involved (Canon 50) and consult the Council of Priests (Canons 127 and 166),

As with relegation of a Church per 3 above the decree must mention at least in summary form the just reasons and also the right of recourse. The decree must also deal with the “temporal goods” which are to follow the people.

Disposal of Property

5. If the property is to be sold or otherwise alienated, the process of sale, which will be an alienation in itself, will proceed both under Canon law and under the civil law.

It is essential that any civil law decision makes clear that this is without prejudice to a Bishop’s Canon law decision. This is important because if there is evidence that the Bishop has prejudged the matter without going through the full Canon law process then this might be regarded as a reason for recourse (appeal).

The question of alienation is separate from relegation (per 3 above) and must be preceded by that. In fact, it is likely that the relegation process will have taken place with sale in mind.

All sacred objects should be removed prior to alienation and altars destroyed if unable to be used otherwise (Canons 1212 and 1238). Reference should be made to the “Memorandum on the Disposal of objects from churches”, Appendix C of CW.

Canon law requirements:

i) The approval is required of the parish priest with a just cause up to £650 thousand (at March 2009); above that with a just cause with a written appraisal by experts (Canon 1293) and the approval of the Bishop, the College of Consultors, (which in this Diocese is formed of the Bishop’s Council) and of the Diocesan Finance Committee (which in this Diocese is formed of the Board of Directors under civil law) (Canons 1292, 127 and 166) and of any interested parties; and with the consent of the Holy See if above £6.5 million (at March 2009). In relation to the Canon law requirement for an appraisal by experts the report referred to below is regarded as satisfying the requirement.

Civil law requirements:

ii) The usual process is for the proposed sale to be submitted to the Building and Sites Committee for such approval. This can take place in parallel with the Canon law procedures, subject to the proviso above that it is clear that it must be seen not to prejudice any decision of the Bishop.

iii) Reference will need to be made to the deeds so that any restrictive covenant or similar difficulty for selling can be considered at an early stage and further advice obtained if necessary.

iv) A report is required Charities Act s 117 from a qualified Chartered Surveyor. This is also regarded as dealing with the Canon law requirements noted in i) above but applies for any value.

v) In the case of demolition it is necessary to ensure that the value of a charity asset is not diminished thereby.

vi) Proposals need to be made for dealing with any burial ground.

vii) Remember that if the property does not sell easily then advice to CIS may be required per 1 above if unoccupied for over 90 days.

viii) An outright sale price is to be agreed at the outset and not to include overage or similar which might prejudice the Diocese’s tax situation.

ix) The parish is responsible for the costs of the sale out of the proceeds.

6. After a sale, an amount equal to the Diocesan Quota, currently 21%, of the net sale proceeds (after expenses) will be transferred to the Poor and Needy Parishes Fund (or one of the other restricted funds of the Diocese) thinking specifically of property requirements and maintenance of those parishes. If a building is to be replaced from such proceeds of sale this may not be possible, although it may be that there will be some surplus out of which a contribution may be made to such a fund. The Building and Sites Committee will decide what is fair in these circumstances.

7. All of the related costs of sale are also deducted from the proceeds of any sale before the amount is credited to the parish’s set off account.

(Nov 2018).

SCHOOLS

1. The arrangements for the purchases and sales of school property are not as set out in this manual. Specialist lawyers will almost certainly need to be instructed. In particular the allocation of sales proceeds depends on Sch 22 of the Schools Standards and Framework Act. However Charities Act procedures still have to be followed.
2. As with parish buildings an amount equal to the Diocesan Quota is to be paid at the choice of the Diocese or Parish – which ever is entitled to the funds – to one of the Diocesan restricted funds. However this is the amount received after clawback as well as the expenses of sale.

TENANCY

1. Typical information required for a submission to Building and Sites for whole or a part of a property to be let:
 - a) A site plan showing the location of this building in relation to the other parish buildings.
 - b) Layout of the part of the property.
 - c) Indication of any work to be done and advising who will pay for it.
 - d) The proposed term of the lease.
 - e) In order to retain flexibility it is policy that new commercial lettings will take place outside the automatic renewal provisions of the Landlord & Tenant Act 1954.
 - f) Whether the lease will be full repairing and whether subject to a Schedule of Condition.
 - g) What arrangements will be made with a letting agent.
 - h) Agreement over who will pay professional fees – whether applicant will pay both parties' fees or each party will pay their own. (The parish or the school as the case may be and not the Diocese will be responsible for the landlord's reasonable legal fees)
 - i) Advice of which professional agent is going to manage the property.
2. A parish is required to instruct a firm of estate agents (which may be the Diocesan estate agents) to deal with lettings on its behalf. Their responsibilities include all of the responsibilities of lettings, including specifically the statutory ones – including collecting the rents, preparing and agreeing a schedule of condition, preparing and agreeing an inventory, checking meter readings, inspecting the property from time to time, energy performance certificates etc. In relation to commercial lettings they also include the various notices required under the Landlord and Tenants Acts. In relation to domestic lettings they also include the duty not to discriminate against tenants directly or indirectly due to race, colour, gender or disability, the landlord's responsibilities under the Immigration Acts, smoke alarms on every floor, gas equipment checked and so on. For commercial property a lease will be prepared on behalf of the landlord by solicitors and for domestic property an Assured Shorthold Tenancy prepared by estate agents. Health and safety concerns cannot just be delegated to the agents and concerns must be raised with them, for example over the checking of gas fittings.

It follows that formal contacts, other than in emergency, will invariably be via the firm of estate agents in question.
3. A tenancy counts as a disposition requiring the appropriate Charities Act certificate to be produced by a qualified surveyor or by another person as the case may be according to the Act although subject to the various exceptions notably for short term tenancies. <>
4. Where a building is in multiple occupancy, for example a University Chaplaincy, then a separate licence is required from the local authority. Where power or hot water is charged separately special controls may apply.
5. The Property Department has standard agreements to use in the following circumstances:
 - a) Sharing arrangement for a presbytery in which the Parish Priest is living. This makes clear that the person concerned may be required to leave the premises on being requested by the Parish Priest, his Dean or an Episcopal Vicar.
 - b) Grazing agreement for horses. A grazing agreement which extends for over 12 months or for renewal, may provide a licensee with a permanent right. Therefore, such an agreement should not go beyond 12 months. If, alternatively, the person using the field is operating a business, e.g. horse riding, then it may be regarded as a business tenancy and again care is required as a business tenancy can be automatically renewed against the wishes of the landlord.

6. Any sole occupant of a Diocesan building must have a proper Tenancy Agreement. Do not invite a proposed tenant onto the premises until the agreement has been signed by both parties. When a tenancy goes “wrong”, it can be very expensive indeed to recover possession of the building. Where, under the agreement, the Diocese has responsibilities, for example insurance, please ensure that the Property Department is made fully aware.
7. A sick or retired priest may live in parish property under a tenancy agreement drawn up by the Finance Office. Please do not make an arrangement for a sick or retired priest to live in a parish property on the basis of a lower than market rent and then expect, at a later stage, the Curia or the Sick and Retired Priests Fund to pay the difference between that rent and the market rent.
8. The rent or licence income will be due to the relevant Parish or Curia, whichever is regarded as owning the building. The costs of performing the landlord’s obligations will fall in the same way.
9. It is Diocesan policy that no-one, other than the parish priest or curate or seminarian in training, appointed by the Bishop, may occupy Diocesan property without there being a formal agreement in place.
10. The national law gives people who live in a property rights whether they own the property or not. From a practical point of view once someone is in occupation it may be assumed that it will not be possible to make them leave the building (even for example should the Diocese or the parish need the property for a retired priest) without a court order. Invariably this involves the parish in substantial legal and other professional fees. The parish can even be required to pay both sides legal fees even if it wins the case and these can go into five figures. Further, it will also involve the Church in adverse publicity, however good the reason for the eviction. It follows that it may well be appropriate for a building to remain empty despite the difficulty of maintaining empty premises and despite the loss of income.

Change of Use

11. An application for change of use will be brought to the Buildings and Sites Committee.

Parish Sisters

12. The above does not apply to “Parish Sisters” occupying a presbytery but in effect helping out in the parish. There is a standard agreement for this appended to the Financial Matters for Priests Manual which makes clear the responsibility for the various aspects of the property which they occupy.

MISCELLANEOUS PROPERTY MATTERS

General

1. It is essential for each parish to have a list of emergency contractors readily available with telephone numbers. The Diocese's Property department will also be grateful for advice of these so that the information can be passed on to others asking for it.
2. An inventory should be taken when a new Parish Priest is appointed so that it is clear what property belongs to the parish and what to the priest personally. The formal list of parish goods only need only contain items with a current value of above £1,000 but a set – eg 6 chairs – is regarded as one item. It is perfectly acceptable that it be kept in machine readable form. A copy should be kept by the Parish and a copy forwarded to the Curia (Canon 1283). The list should include the date of purchase where known, a description of it, a note of the cost or of the approximate value and its condition.
3. New property for the Parish of above £1,000 should be added to the list on purchase. Further, unless this would damage the piece, the item should be indelibly marked where practicable "NRCDT" and the date.
4. The Diocese is supplied exclusively by IFM, a company owned mutually by a number of dioceses, which negotiates supplies at preferential rates by bulk buying of gas and electricity. In recent years the proportion of "green", ie renewable source energy, is rising and continues to rise.
5. Supply problems should be addressed as follows:
6. If not already fitted, installation of Water meters may lead to a saving.
7. The exemption which used to apply for empty "charitable" buildings has now ceased.
8. Parish buildings should be exempted generally from commercial waste disposal charges. This results from Para 1 of Schedule 1 of the Controlled Waste Regulations 2012 and para 11 of sch 5 of the Local Government Finance Act 1998. This means that waste from places of religious worship is regarded as domestic waste. This would not apply to waste from buildings which are hired out nor to waste from Church building projects.
9. Although there is generally an exemption from rates for buildings used by charities this is at risk if, for example, too many non charitable activities take place in it. For further information refer to the Valuation Office Agency website and in particular to the VO Rating Manual where the details of the exemption for Church Halls is spelt out in more detail.

Church

10. Every Parish has been provided with at least one No Smoking sign for each building. Failure to erect these is a criminal offence. It would be especially appreciated if all Parishes could put these up as required at the entrance of the buildings. It is fully understood that Churches are not places where traditionally people have ever been known to smoke. Nevertheless if there were a prosecution the legal costs for the defence of the Board and the fine would be the responsibility of the parish. The sign is only required to be prominently displayed. Therefore Listed Building Consent is not required for a listed Church to display the notice. Such a consent would only be required if the notice were to be permanently fixed to the building in such a way as to affect its character or archaeological interest.

11. Care needs to be taken of historic objects, even if they have little intrinsic value. This applies particularly to those in listed churches where the Diocese Historic Churches Committee has responsibilities and that Committee must be consulted before items in such a Church is moved.
12. Use of Churches or Church halls by non Catholics for acts of worship requires the Bishop's permission (Directory for the Application of Principles and Norm of Ecumenism 25th March 1993 n138). It is expected that such an approach would be for a member body of Churches Together in England.

Church Hall

13. A standard Church Hall hiring agreement is included as an Appendix. In order for it to be legally enforceable some charge must be made, even if nominal such as £5 or £10.
14. The premises are hired on the basis that they will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the premises must be respected. Any breach or potential breach of this provision will mean that the use of the premises is withdrawn. You should record the lettings and any refusals to let as a result of the policy.
15. Things like fireworks which may cause aggravation to neighbours are not to be allowed except by special permission of the Parish Priest for a particular occasion and after consulting neighbours.

Presbytery

16. Remember that where a parish priest lives alone there is an entitlement to 25% rate relief for single occupancy.

Car Park

17. A Car Park belonging to the Parish should have a notice displayed:

“Use of this car park and its environs is entirely at your own risk. The Nottingham RC Diocesan Trustees accept no liability for loss of damage to any motor vehicle or its contents or any personal injury.”

18. Parish car parks, particularly in urban areas, have difficulties with unauthorised car parking. Anglo Management UK (www.anglo-management.co.uk) has experience of running car parks on behalf of parishes. The intention is that they are able to generate useful income for parishes.
19. A private car park enforcement company is only allowed to issue private penalty notices if there is sufficient signage. Otherwise the penalty notices can be successfully appealed. If a road yellow lines are required. In practice, the combination of these two stops the wrong parking pretty well straightaway.
20. A car park licensing agreement is appended to this Manual.

Grounds

21. Subsidence is the downward movement of the ground supporting a building and heave caused by its upward movement. The majority of such problems are caused by trees. Cracks caused tend to be visible for inside and outside the property, are tapered and extend below the damp proof course.

Other cracks are smaller. Sensible precautions include not planting trees close to buildings, controlling existing trees (but local authority approval may be needed) and this will often need professional advice. In any case new and moving cracks should be reported immediately to CIS and copied to the property department.

Legal

22. It is expected that legal notices such as a Tree Preservation Order or for consultation of traffic alterations would be served on the Diocese as legal owner rather than on a parish. All parish property is registered and so anybody serving a notice knows the address of the Diocese. However if a parish does receive a legal notice then it should forward it or a copy on to the Property Department at Willson House without delay. Please also indicate the parish's view about them and if you think that the Diocese should take any action, for example to object. For nearby planning permissions there is no local authority duty of consultation but if you become aware of such then again please bring them to the notice of the property department in the same way.
23. Difficulties with neighbours are not infrequent. Should it be necessary, legal advice may have to be taken. In particular there are Party Wall Act procedures to be followed where necessary and the Diocese will inevitably be involved as the legal owner.
24. The national law also gives rights over land in circumstances where it might not be expected. For example to give someone permission to graze an animal in a field without the appropriate formal legal documentation can give that person a right to renew that permission in the future. An oral permission, even to allow people to walk through Diocesan property, can create a right of way over it and make it more difficult to sell it or adversely affect the price for it should the parish or the diocese want to do so in the future. It follows that any letting or licence arrangement which a parish wants to undertake must be carried out with the Board permission following the Diocesan professional advisers' approval. A licence may be given to an individual occupier but personal to that occupier and does not therefore run with the land. It also follows that the parish does need to be exceedingly vigilant in the way it looks after parish land and buildings. Where it is intended specifically not to give a right of way in certain circumstances then a notice may assist and professional advice of a lawyer and/ or a surveyor should be taken.
25. Encroachment on Diocesan land, unless stopped straight away, can mean that the parish or Diocese simply loses that land to the person who has done the encroaching. Every parish should take particular care over encroachment and not allow property to be lost by default.
26. Similarly we may have acquired, for example, car parking rights over other properties. If you think that this might be so then this should be raised with the Property Department in case it is thought appropriate to register that right.
27. Avoid leaving areas unfenced or ungated. These areas are attractive to travellers. Immediate legal steps must be taken to move travellers on as there is only a relatively short time in which legal action over eviction can be taken easily. This applies whether they are Catholic (which they quite probably are but will claim to be in any case) or not. Once there, extensive complaints from neighbours are inevitable. Experience shows that the area which they have occupied is left in a mess and the parish ends up having to pay for it to be cleared. In any case as a matter of the general law that the Diocese, as a charity, is required to maintain the value of its property which it cannot do if others gain rights over it.

28. Some of the Diocesan buildings are listed. In addition to periodic updating of the lists, individual buildings can be added by “spot listing” when the building is in danger of demolition or alteration. Therefore, even if the building is not listed, it may be that it will be subject to restrictions as though it were. Obviously, if a parish becomes aware that listing or conservation area status is a possibility, then it should advise the Property Department as soon as possible.
29. A tree may have a Tree Preservation Order, preventing its being cut down, topped or lopped or uprooted without Local Authority consent. If in doubt, it is important to approach the Local Authority before carrying out such work. This will also apply generally to trees in a conservation area. A special website has been set up for such permissions at www.planningportal.gov.uk.

Electricity substations.

30. Electricity substations (this is more of a problem for schools) should be at the edge of a site and also be the subject of a “lift and shift” clause.

Gardens of Remembrance

31. If burying ashes in a casket on Church Land, then Buildings and Sites Committee should be asked to give approval. This is subject to there being no covenants preventing this. It would also be prudent for the interment plot to be marked for identification purposes as a record and a copy of this could be forwarded to the Property Office to be held with the deeds.
32. Churchyard burials appear to be subject to different rules from those of Local Authorities in that they are blessed and, therefore, consecrated ground.
33. The casket/urn would need to be of suitable material so as to withstand being underground, which is subject to force and the environment. Apparently metal, granite and marble are the best options.
34. The Environment Agency are only involved when burying a body as a body would have the potential to pollute water so effectively it does not apply to the burying of a casket containing ashes.
35. From a practical point of view, though, we have been advised that even the burial plot of a pet can adversely affect property values. The parish should consider carefully if it really wants to bury caskets rather than simply scatter ashes.
36. Whose ashes will be eligible for interment eg determined by residence within the parish, regular Mass attendance, person formerly resident within the parish, brother, sister, child of the above?
37. What will be the rules in relation to plaques?
38. What will be the costs of interment of ashes, can a place be pre sold, does this cost include the cost of a service or will these be in addition?

Solar panels

(As approved by the Building and Sites Committee 13 September 2011 and updated subsequently with thanks to colleagues from other dioceses).

39. The Building and Sites Committee is happy to receive requests from parishes and schools for permissions to install solar panels. The equipment can either be bought from an installer or the

roof licensed to him. The agreement should be checked by a lawyer and his written advice included with the application to Building and Sites.

40. The agreement needs to make clear who is responsible for the following during the whole life of the agreement:

- a) costs; connection to the grid is not always straight forward.
- b) the arrangements for obtaining the refund – the feed in tariff.
- c) confirmation that the roof is in good condition and access will not be required to it over the period of the agreement (eg 25 years – which is a long time) and structurally capable of bearing the weight.
- d) if, despite c), access is required the costs of and arrangements for removing the panels in case access is needed to the roof for maintenance both in emergency and for routine work.
- e) maintenance of the panels during the life of the agreement – there can be a particular problem over corrosion in coastal regions.
- f) effect on any roof warranty.
- g) disposal of the old panels at the end of the agreement.
- h) what happens if the parish/ diocese/ school wishes to sell or lease the property.
- i) who is responsible for insuring the equipment
- j) confirmation that it is a licence and not a lease (which could have implications on renewal if it were deemed to be a business tenancy).

41. The parish or school will want to satisfy itself that the installer will be in a position to fulfil its obligations during the life of the agreement and neither walk away from them nor just pass them on to another organisation which cannot fulfil them.

42. Planning permission and or listed building approval may be required from the local authority and/or Historic Churches Committee.

43. For schools, approval will also be needed of NRCDES.

APPENDICES

Appendix

APPLICATION TO BUILDING AND SITES COMMITTEE Ref (office)/...../.....

This is a request for Outline/ Final approval. For Outline Approval complete this form so far as possible.

1. General. I have read the section on property projects in the Property Manual on the Diocesan website.
2. Plans/ proposals. These showing existing and proposed situation and reasons for the work are enclosed/ already sent. (During the preliminary stages of the project only sketch designs to be authorised in order to avoid waste of professional fees should the project not get outline approval).
3. Support from Parish. The Parish Council at which members were present approved the project (including the Parish Priest) without reservation/ with the following reservations:
.....
4. Strategic Plans for the Deanery The Dean's advice (if any) is included herewith.
5. Diocesan Loan. (Delete if not required). We apply for a loan to be repaid at £..... per month. (A Diocesan loan is repaid at, per month, for each £100 being borrowed and assuming 6% interest over 5 years at £2.00, 10 years at £1.15 and 20 years at £0.75). In connection with this the assumptions made for the Parish Income and Expenditure have been noted on the separate sheet. (No loans eg from parishioners may be used in fund raising).
6. Historic Churches Committee. (Delete if neither listed building nor on informal HCC approval list).

Approval of the HCC has been requested/ or was given on/...../.....
7. Day to Day supervision. For day to day contact....., (email/ telephone.....) will oversee the day to day aspects of the project and act as the contact between the Parish and the Diocese.
8. Planning Permission. If needed work may not commence until any necessary planning permission has been received.
9. Health and Safety. Any urgent concern over health and safety must be reported formally and immediately to the senior person on site, to the Principal Designer and to the Contract Administrator as soon as possible and a copy sent to the Diocese. For small projects the person noted as the day to day contact will be assumed to be responsible for these matters and for checking that all contractors are undertaking their health and safety responsibilities and are insured. For small projects refer to the Health and Safety Executive website and in particular to "Industry Guidance for Small, One Off and Infrequent Clients".
10. Internal Church Re-ordering. If internal church re-ordering is being carried out, the recommendations in the booklet "Consecrated for Worship" have been followed, or if not exceptions and reasons advised.
11. Blessed Sacrament. It will not be appropriate for the Blessed Sacrament to be reserved when building work is taking place.

For Major projects (over £100 thousand):

12. Other Parish Buildings. Recent condition reports have been carried out and are enclosed/ already sent.
13. VAT free status. If not subject to VAT, this status was confirmed by on

...../...../.....

14. Insurance.

The Property department needs 1 month's notice to arrange insurance (at parish expense). It is an insurance requirement that before a contractor begins work that a copy of his insurance has been provided covering public liability for at least £1m/ £5 million as the case may be depending on the work. If hot work is involved then a Method Statement and a Risk Assessment must be provided together with evidence that they have insurance cover for such work.

15. Bond.

A bond is required for the builder (should the builder go out of business part of the way through the contract) to finish at the end of the defects liability period and not on practical completion.

16. Signing of the Contract.

The contract must go to the property department for signing before work starts. Changes to standard terms in the contract must be specifically pointed out.

17. Additions and variations.

These must be approved in writing both by the parish and by the Diocese. The financial responsibility for these and for cost overruns is with the parish.

18. Payments.

Amounts for the project are paid legally by the Curia and charged to the parish set-off account/ loan account based on the Architect's Certificate. **Standard contract documents give very limited opportunity indeed for querying these.** Any concern must therefore be advised immediately to the Contract Administrator/ Architect and in any event before the Architect's Certificate is issued. .

19. Progress reporting.

A Project Report Sheet is used on a cost variation or once a month in any case.

20. Sale of Diocesan Land (Delete if not applicable)

- a) (a Chartered Surveyor) will give the Charity Commission certificate.
- b) Where there is a surplus from a transaction then there will be a payment out of it at the rate of the Diocesan Quota for the Poor and Needy Parishes Fund/ (other restricted fund of the Diocese.....).
- c) For a sale above £650 thousand College of Consultor's approval was given on...../...../.....

21. Oversight

It is proposed to appoint, a qualified..... to keep an overall watch on the project on behalf of the Diocese (at the expense of the parish).

22. Further notes

.....

.....

Signed..... Date:.....

Approved On:.....(Building and Sites)

PROJECT APPROVAL SHEET Parish Date of Application:

Request for Outline/ Final approval. Submission reference number:/ / (by office)

Name of Project Signature of PP:

Contact Name Tel. No. Email (if not P.P.)

£000s Name of Contractor/ Firm (P – Provisional) **£000s** (E - Estimated)

Building Cost

Architect/Contract Admin (eg 6 ¾ %)..... ..

Quantity Surveyor (eg 2 ¾%)

Principal Designer (eg ¾%)

Structural Engineer (eg 1 ¼%)

..... ..

..... ..

..... ..

..... ..

..... ..

..... ..

..... ..

Oversight (eg 1%)

(Professional fees can easily amount to 15% of the Building cost).

Sub total

Contingency (25/.....%) of sub total

VAT at 20% of sub total

Total Cost

To be funded as follows:

Set-Off

Grants (specify)

Other (specify)

Date of form:/...../.....

Loan required (if any)

PROJECT REPORT SHEET

Parish Date of Report:

Date of contract:.....

Submission reference number:/ /

Contact Name Tel. No. Email

£000s**Name of Contractor/ Firm****To date****Estimate to finish**

Building Cost

Architect/Contract Admin

Quantity Surveyor

Principal Designer

Structural Engineer

..... ..

..... ..

..... ..

..... ..

..... ..

..... ..

..... ..

Diocese oversight

Sub total

Estimated date of completion: Estimate to finish /

...../...../..... VAT

TOTAL COST

Reasons for changes since the last report. (Reference to enclosed documents – eg site meetings is fine).

.....

.....

.....

Signed: Date: / /

(Contract administrator/)

HISTORIC CHURCHES COMMITTEE Code of Practice

(Department for Culture, Media and Sport **The Operation of the Ecclesiastical Exemption – Guidance**)

Note: English Heritage has now been renamed Historic England.

This guidance replaces in England that issued by the then Department for National Heritage and Cadw in 1994. A denomination's internal system of control over works to its listed buildings should embody the following principles:

1. All proposals for internal and external works to a listed church, churchyard and/or churchyard structure, which would affect their character as a building of special historic, archaeological, architectural or artistic interest should be submitted for approval to a body or person independent of the local congregation or community proposing the works in question.

The exemption does not remove the need to obtain scheduled monument consent for work to scheduled ancient monuments.

In line with its policy concerning other buildings, English Heritage has indicated that it only wishes to be consulted in the case of works to churches listed at Grade II where demolition of all or a substantial part of the interior of the structure is involved. Consultation is necessary for all works to Grades I and II* buildings.

2. The decision-making body, when considering proposals for works, should be under a specific duty to take into account, along with other factors, the desirability of preserving ecclesiastical listed buildings, the importance of protecting features of special historic, archaeological, architectural or artistic interest and any impact on the setting of the church.

3. The decision-making body should either include, or have arrangements for obtaining advice from, persons accredited to relevant professional standards in conservation, archaeological and planning matters.

4. The decision-making process should make provision for:

(i) a system of pre-application consultation to ensure that the main issues in any application for consent for major works are understood and any problems identified prior to applications for consent being made; and

(ii) the formal notification of proposals to the local planning authority, English Heritage and the national amenity societies after a complete application has been made to the denomination, together with supporting information, at as early a point in the consent process as possible; allowing them (except in cases of emergency) 28 days in which to comment on the proposed works. Any representations made by these bodies or any other person in relation to such proposals should be taken into account before the decision on works is made. The level of detail should be proportionate to the importance of the heritage asset, and no more than is sufficient to understand the potential impact of the proposal on the significance of the asset.

Supporting information should include:

- a plan to identify the building in question and such other plans and drawings as are necessary to describe the works proposed. For all but the simplest work, this will normally mean measured drawings of all floor plans and external or internal elevations affected by the work proposed;
- statements outlining the significance of the asset, why the works are needed and what they are designed to achieve;
- two sets of drawings showing the structure before work and the altered structure or new development to replace it after the proposed work;
- photographs of all elevations in demolition cases or of the part of the buildings affected (interior or exterior) in alteration or extension cases;
- a copy of the listing entry;

- a statement showing how the significance of the site would be affected by the proposal(s), allowing an understanding which can be used by the denomination to avoid or minimise conflict between the conservation of the building and its setting and any aspect of the proposals; and
- any other details as appropriate- e.g. archaeological assessments, conservation reports on the buildings, its elements or fittings, paint analysis, ecological statements, etc.

Statements describing the significance of the heritage assets affected and the contribution of their setting to that significance, and of the need for the works proposed, are useful to avoid or minimise conflict between the churches' conservation and the impact of proposals for change. However, the use of such statements should be proportionate to the understanding and the significance of the heritage asset and to the impact of the proposal on that significance. See paragraph HE 6.1 of PPS 5.

These requirements mirror those that apply to secular buildings as enshrined in Regulation 5 of the Planning (Listed Buildings and Conservation Areas) Regulations 1990 (SI 1990/1519)

(iii) except in the case of works to the interior of a Grade II listed building, a notice describing the proposed works, and inviting comment from any interested person, to be published in a local newspaper, indicating where a copy of the application, plans and other documents can be inspected for 21 days, beginning with the date of publication of the notice. A notice with the same particulars should be displayed on or near the building for not less than 7 days. A decision on the application should not be made until 21 days from the date of the newspaper notice and 21 days from the date a notice was placed on or near the building have elapsed;

(iv) taking into account any representations made (including any received following the notifications given at (ii) and (iii) above) and, along with other factors, the desirability of preserving listed places of worship, the importance of protecting features of architectural merit and historic interest (including fixtures and fittings) and any impact on the setting of the building;

(v) granting conditional consents, with a mechanism for checking the implementation of those consents and discharging the conditions;

(vi) keeping a record of how a denomination's procedures were implemented in the case of each proposal, from whom representations were received, what the decision was, the reasons for the decision and any conditions imposed, with this record being available for public inspection during reasonable hours. Online records should be used where possible;

(vii) where consulted, and a response has been received, notifying the decision to English Heritage, the local authority and the national amenity societies, within 14 days; and

(viii) where appropriate, submitting information on the listed building to the local Historic Environment Record (HER) to ensure that the HER represents as complete a record as possible of local heritage interest. Submissions should cover information on all heritage assets, as appropriate, including information on all archaeological and historic investigations on such assets. The use of electronic submission is encouraged.

5. The denomination will publish the details of the procedures used to agree works in relation to the provisions of this Code of Practice including details of any works which can be undertaken without application for consent. To permit effective monitoring, the church body should make arrangements for recording in the case of each proposal for works how the procedures were implemented and the nature of the decision taken.

6. There should be a clear and fair procedure for settling all disputes between the local congregation or community and the decision-making body as to whether proposals shall proceed.

7. The procedures of the church body should include arrangements for dealing with any breach of the control system, including provision for reinstatement of works to listed buildings carried out without consent. Enforcement and penalty procedures will be published, with copies of the procedures provided to local planning authorities, English Heritage, and the national amenity societies.

8. In cases of emergency (i.e. in the interests of safety or health or the preservation of the structure) advance notification is expected wherever practicable as at 4 (ii) and (iii) above but on an appropriate shorter timescale.
9. It is desirable that denominations ensure, for the benefit of buildings and congregations, that arrangements exist to ensure the proper maintenance of historic places of worship and associated assets, including provision for regular inspections.
10. It is important that exempt denominations have procedures providing for the redundancy of churches, making clear how and when the ecclesiastical listed buildings pass out of the Ecclesiastical Exemption, including informing the local planning authority when a structure ceases to be used or available for worship, or ceases to be covered by a denomination's procedures.

HIRE OF PREMISES AGREEMENT FOR THE PARISH HALL OF THE PARISH OF

Name of Organisation (the "Hirer")

Name, address and telephone number for the person responsible for the hiring:

.....

1. Purpose of Hire

2. Period of Hire Date(s)

Hours: from to

3. Description of accommodation and facilities to be hired 'Premises' (e.g. Hall / Hall plus kitchen)

.....

4. Deposit received / payable £.....

5. Payment received / payable £.....

6. Date(s) of payment of deposit/ balance

8. Special arrangements agreed (e.g. function to extend beyond Premises usual closing time)

.....

I request the hire of the Premises on the date(s) and times and for the purpose set out above.

Declaration on behalf of the Hirer:

I have read and agree to observe and perform the provisions of this Hire Agreement, including the terms and conditions set out in the 'Conditions of Hire'. I am over 18 years of age and duly authorised to enter into this Agreement on behalf of the Hirer.

Signed by Hirer Date

Print name

The Parish Priest permits the Hirer to use the Premises as set out above subject to the terms and conditions contained in the 'Conditions of Hire' attached. The Hire Agreement will not be binding until accepted and signed by the Parish Priest. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

Signed by Parish Priest Date

PARISH HALL INFORMATION FOR HIRERS

The Hall is a Parish facility primarily for use in conjunction with the Church and its services, including baptisms, weddings and funerals. It is available for use by groups associated with the Parish or for other purposes at the discretion of the Parish Priest.

The Hall is owned by the Nottingham Roman Catholic Diocesan Trustees and can only be used for purposes which are consistent with the charitable objects of the diocesan trust. It is a condition of all hirings that the Hall will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Hall must be respected. Any breach or potential breach of this condition will mean that the use of the Hall is withdrawn.

The Hiring Agreement and 'Conditions of Hire' can be found overleaf. Users and hirers should read these in full.

Applications to use or hire the Hall should be made to the Parish Priest.

The Hire Agreement will not be binding until accepted and signed by the Parish Priest. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

The hire fees are as set out in the Hire Agreement. For private bookings a deposit of £..... is required at the time of booking. The deposit will be returned in full within one week after use of the Hall. If additional cleaning of the Hall is required £..... will be deducted from the deposit to pay for the cleaning.

Full payment of the hire fee is due 28 days before the date of hire, or immediately upon signing the Hire Agreement if the hire period is within the next 28 days. Cancellation fees may be payable in the event of a cancellation, as set out in the Conditions of Hire.

Please make cheques payable to

PARISH HALL CONDITIONS OF HIRE

1. Use of Hall (the "Premises")

1.1. The Premises may not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any breach of potential breach of this condition will mean that the use of the Premises is withdrawn.

1.2. The use of the Premises shall be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy himself that the Premises are suitable for the intended purpose.

1.3. The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or cause any nuisance or inconvenience to neighbouring properties or bring anything onto the Premises which may endanger the same or render invalid any insurance policies in respect thereof.

1.4. Use of the Premises is limited to the accommodation hired and necessary facilities such as toilets.

1.5. Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. Neither the Parish Priest, the Parish nor the Diocesan Trust shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.

1.6. Access to the Church and to the cemetery by parishioners and the general public may not be impeded.

1.7. While no reasonable publicity display will be refused, the Hirer is to respect the location of the Church and (if applicable) its graveyard.

1.8. The Hirer shall permit the Parish Priest and/or Parish representatives to enter the Premises at all times during the hire period.

1.9. The Hirer shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the particular purpose of hire during the hire period.

2. No Rights

2.1. The Hire Agreement constitutes permission to use the Premises on a non-exclusive basis and confers no tenancy or other right of occupation on the Hirer.

2.2. The Hire Agreement is personal to the Hirer who may not sub-let or share possession of any part of the Premises.

2.3. The Hirer will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for the event taking place and the Hirer shall confirm the identity of such suppliers to the Parish Priest in advance.

3. Preparation and Cleanliness

3.1. The Hirer is responsible for setting up the Premises for their use.

3.2. No alterations may be made to the Premises and nothing may be attached to the walls or ceilings which may cause damage to the Premises.

3.3. The Premises must be left in a clean and tidy condition and all rubbish must be placed in the bins provided or removed from the Premises. Tables and chairs are to be returned to their original position at the end of use.

3.4. It is the responsibility of the Hirer to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises. Collection and return of keys should be arranged with the Parish Priest.

3.5. Setting up and clearing up is to be within the overall time specified in the Hire Agreement.

4. Noise and Public Order

4.1. The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.

4.2. Amplified sound must cease at hours unless specified in the Hire Agreement.

4.3. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented.

5. Opening Hours

5.1. The Premises shall close at hours at the latest, unless otherwise specified in writing in the Hire Agreement.

5.2. No function shall extend beyond the hire period and the Hirer shall completely vacate the Premises and grounds including the car park by that time, unless otherwise specified in writing in the Hire Agreement.

6. Licensing & Gaming

6.1. All licences or agreements necessary for the proposed use of the Premises are the responsibility of the Hirer (e.g. all public entertainment, theatre production, music and reproduction of recordings).

6.2. The Hirer shall ensure that, at the Hirer's expense, all licences, consents, permission or agreements necessary when using the Premises for any particular purpose are obtained and in force during the hire period.

6.3. The Hirer shall ensure that Bingo and other forms of permitted gambling will conform to all statutory and other current gaming regulations and codes of practice in force from time to time.

7. Sale of alcohol

7.1. The sale of alcohol is prohibited. The Hirer may provide his / her own alcohol if specified in the Hire Agreement.

8. Deposit and Hire Fees

8.1. Hire fees will be charged to non-parish groups as set out in the Hire Agreement.

8.2. Full payment of the hire fee is due 28 days before the date of hire or immediately upon signing the Hire Agreement if the hire period is within the next 28 days.

8.3. A deposit of £..... must be paid at the time of booking. This is against damage or loss or the need for additional cleaning.

8.4. The deposit will be returned within a week of the end of the hire period unless repair of any damage or loss or additional cleaning of the hall is required.

8.5. The Parish Priest reserves the right to deduct the cost of repair of damage or loss from the deposit to pay for any repairs or to replace any losses. If additional cleaning is required £..... will be deducted from the deposit to pay for the cleaning.

9. Cancellation

9.1. Cancellation fees will be charged as follows:

9.1.1. Cancellation within 28 days of the hire date – 25% deposit

9.1.2. Cancellation within 14 days of the hire date – 50% deposit

9.1.3. Cancellation less than 48 hours before the hire date will forfeit the whole deposit.

9.2. The Parish Priest reserves the right to cancel a booking by written notice to the Hirer in the event of:

9.2.1. the Premises becoming unfit for the intended use by the Hirer;

9.2.2. an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or people at risk of those or similar disasters;

9.2.3. the Parish Priest reasonably considering that the hiring may be in breach of the Hire Agreement, the Conditions of Hire or any legal or statutory requirements.

9.3. The hire fee and deposit will be refunded in the event of cancellation by the Parish Priest pursuant to clauses 9.2.1 or 9.2.2, but no refund will be given in the event of cancellation under clause 9.2.3. In all cases, the Parish Priest, Parish and/or Diocesan Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

10. Health & Safety

10.1. General Conditions:

10.1.1. The Premises is a No Smoking building.

10.1.2. Nothing of an inflammable or explosive nature may be brought onto the Premises.

10.1.3. No additional cooking facilities are to be introduced into the Premises.

10.1.4. The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe hygiene regulations and any other reasonable requirements of the local Environmental Health Officer.

10.1.5. Animals, other than guide dogs, are not permitted inside the building.

10.2. The Hirer shall:

10.2.1. Accept responsibility for being in charge of and on the Premises at all times during the hiring and for ensuring that all conditions of the Hire Agreement and Conditions of Hire are met.

10.2.2. Provide appropriate risk assessments 14 days in advance of the hire date covering all activities during the period of hire. Failure to provide such risk assessments will deem the Agreement as terminated.

10.2.3. Ensure, so far as is reasonably practicable, that persons using the premises do so in such a way that does not pose a risk to themselves or other people.

10.2.4. Take all reasonable precautions to ensure and safeguard the safety of persons and Parish property by the provision of adequate supervision at all times.

10.2.5. Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety.

10.2.6. Provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

10.2.7. Ensure that any electrical appliances brought by him to the Premises and used there are safe, in good working order and have a current Portable Appliance Testing (PAT) certificate.

10.2.8. Report any hazards (e.g. damaged carpet or trailing cables) to the Parish Priest as soon as possible and in any event no later than the next working day.

11. Fire Safety

11.1. The Hirer is to familiarise himself with the Premises fire risk assessment and make all other users aware of the fire procedures for the Premises.

11.2. The Hirer shall ensure that no more than the following number of individuals is in the Premises: seated or standing. (If no figures are specified then the reference is to a reasonable number)

11.3. Fire extinguishers must not be moved from their permanent positions unless there is a fire.

11.4. Seating arrangements must include sufficient gangways for emergency evacuation.

11.5. All escape routes and means of exit from the Premises, including in particular emergency exits, are to be kept clear of obstructions at all times.

11.6. Fire doors must be kept closed at all times and must only be used in the event of an emergency.

11.7. In advance of commencing the use of the Premises, the Hirer shall check that:

11.7.1. all fire exits are unlocked and panic bolts in good working order;

11.7.2. all escape routes are free from obstruction and can be safely used;

11.7.3. no fire doors are wedged open;

11.7.4. there are no obvious fire hazards on the Premises.

12. Accidents and Incidents

12.1. The Hirer must report all accidents involving injury to any individual(s) and any 'near misses' to the Parish Priest as soon as possible and in any event no later than the next working day and the Hirer must complete the relevant section in the Parish's Accident Book.

12.2. Breakages must be reported to the Parish Priest within 24 hours of the incident.

13. Indemnities

13.1. The Hirer shall be responsible for:

13.1.1. Payment of the deposit and the Hire fee.

13.1.2. Indemnifying the Parish Priest, Parish and Diocesan Trust from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions of Hire, any accidents or injuries sustained by any persons arising out of or incidental to the hiring and the Hirer's use of the Premises.

13.1.3. All actions, costs, claims and demands in respect of damage to the Premises, or damage to or loss of property, articles or any items whatsoever placed in or left at the Premises by the Hirer or any persons attending the Premises in connection with the Hirer's use of the Premises and shall indemnify the Parish Priest, Parish and the Diocesan Trust from and against such actions, costs, claims and demands.

13.1.4. Any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents, however caused by the Hirer or as a result of the Hirer's use of the Premises.

13.2. The Hirer shall effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 approved by the Parish Priest against the foregoing and produce evidence thereof on demand.

13.3. The Parish Priest, Parish and Diocesan Trust are not responsible for and shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, or any other event which is beyond their reasonable control which may cause the Premises to be temporarily closed, or unavailable or the use to be interrupted or cancelled.

14. Safeguarding

14.1. The Hirer is responsible at all times for the welfare and safety of those attending the Premises in connection with their use of the Premises.

14.2. A Hirer hiring the Premises for a children's group or groups must have his own safeguarding policies and procedures and must follow these. The Hirer will be asked to attach a copy of the organisation's own procedures to the Agreement and by signing the Agreement affirms that these will be adhered to at all times.

14.3. Any group wishing to make use of the Premises that does not have its own procedures will be provided with a copy of the Diocesan Child Protection Procedures. The Hirer will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

15. General

15.1. No waiver by the Parish Priest of any breach of the Conditions of Hire by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.2. If any of these Conditions of Hire is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Hire and the remainder of the provision in question shall not be affected.

15.3. The Hire Agreement and Conditions of Hire shall be governed by the laws of England and the parties agree to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the English courts.

15.4. The terms of the Hire Agreement and Conditions of Hire are the entire agreement between the parties relating to the hire of the Premises and supersede all oral or written proposals, arrangements and understandings.

15.5. Except for the Diocesan Trust, no third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

15.6. No variation or addition to the terms of the Hire Agreement and Conditions of Hire shall be binding upon us unless agreed in writing by the Parish Priest.

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(Note for parish: Clause 1.1, section 13 and section 14 are regarded as particularly important. Items which are irrelevant should be crossed out and conversely the blanks completed).

(Note: because this agreement has been only produced on an informal basis by our insurers it has not been approved by a solicitor and its use by a parish is at its own risk.)

LICENCE FOR USE OF CAR PARK

This Licence is made on the date of the last signature below and is made between:

- (1) [The Parish of] of [enter address] (the “Parish”); and
- (2) [Enter name of Licensee] of [enter address] (“Licensee”)

DEFINITIONS AND INTERPRETATION

In this Licence the following definitions are used:

Car Park	The Parish car park situated at [enter address]
Designated Hours	The hours of [8.00am to 5.00pm, Monday to Friday (inclusive)] [excepting at times when there is a church service taking place]
Designated Use	[EITHER Parking in the Car Park during the Designated Hours of up to a maximum of 8 vehicles at any one time belonging to or used by staff of Licensee] [OR limited by the number of marked parking bays available]
Licence	This Licence and any amendments to it from time to time
Licence Fee	The sum of [£XXX] payable in advance on [the first day of each month] <i>Note: it is important that there is a charge stated even if it is in the form “£10 (if demanded)”.</i>
Licence Period	A term starting on [enter the date of the last signature below] and continuing until the date this Licence is terminated in accordance with either Clause 10 or Clause 11 below.

GRANT OF LICENCE

1. The Parish shall permit the Licensee to use the Car Park for the Designated Use during the Designated Hours in common with the Parish and other users authorised by the Parish.
2. The Licensee shall ensure that its use of the Car Park does not extend beyond the Designated Hours. In particular, no vehicle is to be left in the Car Park overnight.
3. The use of the Car Park is entirely at the Licensee’s own risk and the Parish is not responsible for loss or damage to any vehicles, the contents thereof or for any loss or damage of any kind arising from this Licence or the Licensee’s use of the Car Park.
4. This Licence is personal to Licensee and must not be transferred.
5. The Parish has control and possession of the Car Park and the Licensee will use the Car Park as a licensee only and no relationship of landlord and tenant or other right of occupation is created by this Licence.

6. Entry into the Car Park by any user authorised by Licensee constitutes acceptance of the terms of this Licence without qualification.

LICENSEE'S OBLIGATIONS

7. To pay the Licence Fee and all other sums due (whether formally demanded or not) under this Licence clear of all deductions and at the agreed times.
8. To inform the Parish immediately of any damage caused to another vehicle or any third party or Parish property as a result of its use of the Car Park.
9. The Licensee shall in relation to the Car Park:
- i. carry out regular health and safety assessments arising out of its use;
 - ii. maintain its safe use including pedestrian traffic routes between it and the Licensee's premises;
 - iii. remove transient hazards such as those caused by snow, ice or leaf fall;
 - iv. decide when to prevent its use by reason of inclement weather;
 - v. pay the amount as determined under Clause 15 by way of maintenance
 - vi. indemnify the Parish and keep the Parish indemnified against all actions, proceedings, costs, claims and liabilities arising directly or indirectly out of its use of the Car Park and any breach of its obligations under this Licence.
10. The Licensee will ensure that all its members of staff using the Car Park pursuant to this agreement:
- i. Comply with this Licence and any signs displayed in the Car Park;
 - ii. Drive with all due care and attention in the Car Park;
 - iii. Park within the lines of marked parking bays, vehicles which do not fit within the lines of marked bays may not use the Car Park pursuant to this Licence;
 - iv. Ensure all vehicles are left secured with no personal possessions visible;
 - v. Do not leave any person or animal unattended within a vehicle;
 - vi. Do not park within a bay designated for a specific purpose if they are not entitled to do so (including, without limitation, a bay designated for disabled persons without displaying an appropriate disabled badge);
 - vii. Do not leave rubbish in the Car Park or cause a nuisance to the Parish or any properties neighbouring the Parish.

TERMINATION

11. Either party may terminate this Licence by giving [2 weeks'] notice to the other in writing [to expire on 31st August in any year], but without prejudice to any rights the Parish or the Licensee may have against the other for breach of the terms of this Licence or otherwise.
12. If the Licensee is in breach of any of the terms of this Licence, the Parish can give written notice to terminate the Licence with immediate effect, but without prejudice to any rights the Parish or the Licensee may have against the other for breach of the terms of this Licence or otherwise.

13. Upon termination of this Licence the Licensee must immediately remove or cause to be removed from the Car Park all vehicles using the Car Park pursuant to this Licence.

GENERAL

14. The Parish will not be liable to the Licensee or any other person for any obstruction, damage, injury or liability caused by others using the Car Park.
15. The parties shall agree how the maintenance charges shall be apportioned between them or if they are unable to agree then the apportionment shall be determined by a Chartered Surveyor appointed by agreement or in default of agreement upon application of either party to the President of the Royal Institution of Chartered Surveyors.
16. A person who is not a party to this Licence may not enforce any of its terms.
17. This Licence will be governed by and interpreted according to the laws of England. All disputes arising under this Licence will be subject to the exclusive jurisdiction of the courts of England.

I am duly authorised by the Parish to sign this agreement:

Signed

Dated

Full name

Position/office held

I am duly authorised by the Licensee to sign this agreement:

Signed

Dated

Full name

Position/office held

There should also be prominent notices:

Use of this car park and its environs is entirely at your own risk. The Diocese of Nottingham accepts no liability for loss of or damage to property, vehicles or their contents.

TYPICAL CONTENTS OF LETTER ADVISING OF PERMISSION TO PROCEED

Addressed Parish Priest

Copied to Contract Administrator and to person exercising diocesan oversight.

Dear Fr <>

<Heading and Property office reference number>

Authorisation details from the Building and Sites Committee and the Board including value.

Advice of responsibility for local authority and details of HCC faculty.

Details of Diocesan oversight borne by parish and advising to be included as well as Diocese in all site meetings. The person appointed will undertake the Diocese's responsibilities over health and safety other than those of the Principal Designer.

Details of any loan needed.

Updates on contract to include estimated costs to completion where these differ significantly (5%) from what was agreed at the outset.

Reference to contingency.

Any special matters – eg dealing with asbestos or special arrangement for VAT.

Confirmation of Contract Administrator appointment

Appointment of Principal Contractor to be by Diocese

Appointment of Principal Designer (CDM Co-ordinator) to be by Diocese

Contract details and whether under hand or seal (Diocese is the “Employer”).

Whether direct warranties required from sub contractors.

Responsibility of Contract Administrator for taking reasonable care over solvency of chosen contractor (not necessarily the cheapest) and if necessary subcontractors.

Copies of insurance evidence to be taken. In particular details of any works classified by the Diocese's insurers as “dangerous works” to be separately identified and subject to special checking.

Advice in relation to contract works insurance where the cost of the work inclusive of fees but exclusive of VAT exceeds £250k

A note of the professional fees and the analysis

Note of risk and method statements to be produced

Omissions/ additions/ variations to be agreed by Contract Administrator/ person exercising Diocesan oversight/ parish

A health and safety risk assessment is required at the snaggings stage.