



	Clergy Housing Policy		v1.0
Body adopting policy:	Diocesan Council	Date of adoption or last review:	14 September 2022
Related Documents:		Review schedule:	Every 5 years

1. OVERVIEW

This Policy is intended to provide guidance for the Synod of the Diocese of Adelaide of the Anglican Church of Australia Incorporated (“the Synod”), Parishes and clergy in the Diocese of Adelaide concerning their responsibilities for the management of housing provided for clergy. Synod holds parish trust property on trust for the benefit of parishes. One of Synod’s functions is to support parishes in maintaining their parish trust property. Clergy houses (also referred to as rectories) form part of parish trust property.

2. SCOPE

This policy applies to:

- 2.1. all parishes for which the Synod holds Parish Trust Property as trustee pursuant to the Model Declaration of Trust Ordinance 1985: and
- 2.2. the management of all houses which form part of Parish Trust Property held by the Synod upon the trusts declared in the Parochial Administration Ordinance 1985.

Non model trust parishes are required to provide reasonable housing for their clergy and to develop arrangements and processes that mirror this policy for their own context.

3. PRINCIPLES

- 3.1. Clergy are licensed by the Archbishop of the Diocese to exercise ministry in Anglican Parishes. In order to fulfil the role, incumbents are required to live in a Clergy House provided by the Parish, except where exceptional circumstances exist and the Archbishop has given written permission for the clergy to reside elsewhere.
- 3.2. Every Parish must provide a Clergy House for its incumbent. It is expected that the house be owned not rented.
- 3.3. The main purpose of the Clergy House is to provide a residence for the incumbent and the incumbent’s family, but must include a room suitable for private study and devotions.
- 3.4. The Clergy House must be of a suitable standard and include appropriate facilities to enable the incumbent to exercise ministry within the Parish.
- 3.5. The Clergy House will normally be located in the vicinity of the church (or one of the churches) in the Parish(es) to which the incumbent is licensed.

- 3.6. Where an incumbent has been given permission to live elsewhere, the incumbent will be entitled to a (pro-rated) housing allowance at the rate set annually by Diocesan Council.
- 3.7. The parish in consultation with the Synod will ensure that when the Clergy House is supplied to the incumbent it is fit for purpose and is reasonably secure, clean and tidy.
- 3.8. There shall be an annual inspection of the Clergy House, to be undertaken by the Synod together with a parish representative.
- 3.9. The Parish will be responsible for the cost of repairs to and maintenance of the Clergy House.
- 3.10. The incumbent is required to keep the Clergy House clean and tidy.
- 3.11. The Synod, the Parish and the incumbent will enter into an occupancy agreement which sets out their respective rights and responsibilities.

4. QUALIFICATIONS

If an incumbent's appointment to the Parish equates to less than 0.8FTE, the incumbent will not normally be required to live in a house provided by the Parish. Prior to any such appointment being finalised, the Parish, the proposed incumbent and the Archbishop are to reach agreement on the housing arrangements and rates of housing allowance that are to apply to that incumbent's appointment.

5. RESPONSIBILITIES

- 5.1. ARCHBISHOP is responsible for:
 - 5.1.1. Determining housing arrangements for clergy appointments less than 0.8FTE.
- 5.2. DIOCESAN COUNCIL is responsible for:
 - 5.2.1. Approval of this policy and review every five years.
- 5.3. SECRETARY OF SYNOD is responsible for:
 - 5.3.1. Establishing procedures and Agreements to implement this policy;
 - 5.3.2. Promulgating the policy, procedures and agreements to Parish Councils and licenced clergy;
 - 5.3.3. Ensuring Parish Councils and licenced clergy enter into the appropriate agreements;
 - 5.3.4. Arranging annual inspections of all clergy houses;
 - 5.3.5. Consulting with parish wardens regarding repairs and maintenance;
 - 5.3.6. Undertaking repairs and maintenance, at the Parish's expense, where not attended to by parishes in a reasonable time;
 - 5.3.7. Arranging property insurance;
 - 5.3.8. Advising departing clergy of their obligations for make good and collecting the cost of repairs where necessary.
- 5.4. PARISH COUNCILS are responsible for:
 - 5.4.1. Ensuring an appropriate clergy house is provided for the incumbent;
 - 5.4.2. Providing the housing allowance where the incumbent does not live in the clergy house;
 - 5.4.3. The cost of property insurance, all rates taxes and other outgoings, utilities and other allowances payable;
 - 5.4.4. Maintaining the clergy house to a reasonable standard;
 - 5.4.5. Rectifying breakdowns and maintenance issues without delay;
 - 5.4.6. Maintaining records of repairs and maintenance and making them available to Synod on request;

- 5.4.7. Keeping guttering and downpipes free of debris;
 - 5.4.8. Participating with Synod staff in annual inspections; and
 - 5.4.9. Agreeing with incumbents arrangements for pets, gardening and decoration.
- 5.5. CLERGY INCUMBENTS are responsible for:
- 5.5.1. Insurance cover for their own possessions;
 - 5.5.2. The cost of repairs for damage caused by them, their family members or pets (excluding fair wear and tear);
 - 5.5.3. Keeping grounds tidy and free from rubbish;
 - 5.5.4. Maintaining lawns and gardens to a reasonable standard;
 - 5.5.5. Notifying the parish promptly of any damage, fault or breakdown in or to the clergy house;
 - 5.5.6. Using their best endeavors to reach agreement with the parish on any proposed pets to be kept;
 - 5.5.7. Providing reasonable access for repairs, maintenance, alterations and inspections;
 - 5.5.8. Returning the property in the condition that it was received at commencement of occupancy (excluding fair wear and tear).



OCCUPANCY AGREEMENT – INCUMBENT CLERGY

Between:

The Synod	The Synod of the Diocese of Adelaide of the Anglican Church of Australia Inc
The Parish	
The Incumbent	

For

Clergy House address	
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Key dates and information

Date of Incumbent's commissioning in the Parish	
Commencement date of Incumbent's occupancy of Clergy House	
End date	The earlier of: 2 weeks after the Incumbent ceases to be the Incumbent of the Parish; or The date Incumbent moves into alternative housing; or such later date as is agreed to in writing by all parties.
Synod contact details	E support@adelaideanglicans.com T 08 8305 9350
Parish contact details	
Incumbent contact details	

PREAMBLE

- A. Incumbents are parish priests or priests-in-charge licensed by the Archbishop to exercise ministry in Anglican Parishes.
- B. In order to fulfil their role, incumbents are provided with a stipend, otherwise known as a living or a benefice. Part of the stipend arrangements is the provision of a welcoming and comfortable home to house the incumbent and their family. Proximate to the parish church the home enables the priest to be part of the community and to underline a visible relationship with the parish whilst providing a safe, comfortable haven for the incumbent and their family.
- C. Clergy houses which form part of Parish Trust Property are held by Synod on trust for the benefit of parishes and Synod's role includes supporting parishes to look after clergy houses so that the incumbent may have a smooth enjoyment of a well maintained clergy house.
- D. This occupancy agreement clarifies the incumbents', parishes' and Synod's rights and responsibilities in connection with Clergy Houses.
- E. Incumbents will normally move in to the Clergy House two weeks before the Incumbent commences ministry in the Parish, and will move out two weeks after the Incumbent ceases to be the Incumbent of the Parish (NB: These dates can be changed with the written agreement of Synod, the Parish and the Incumbent).

AGREED TERMS

1. PROPERTY CONDITION REPORT AT COMMENCEMENT OF OCCUPANCY

The Synod will prepare a Property Condition Report (Report) that describes and records the condition of the premises at the commencement of the occupancy.

The Synod will provide a copy of the Report to the Parish and the Incumbent. The Parish and the Incumbent have 14 days within which to add comments to the Report.

2. RIGHTS AND RESPONSIBILITIES

2.1. The Synod in consultation with the Parish will:

- 2.1.1. Ensure that the Clergy House is provided to the Incumbent in a reasonable state of repair, is clean, safe and secure.
- 2.1.2. Conduct annual inspections of the Clergy House and ensure that it is maintained in a reasonable state of repair during the period of occupancy and remains reasonably safe and secure during the period of occupancy.
- 2.1.3. Arrange for property insurance for the Clergy House, as per the Insurance of Property Ordinance 1984.
- 2.1.4. Undertake necessary repairs or maintenance identified in the annual inspection, or as issues arise, but only if the Parish has failed to do so within a reasonable timeframe, and the Parish will reimburse the Synod.

2.2. The Parish will:

- 2.2.1. Arrange and be financially responsible for repairs and maintenance to the Clergy House within a reasonable timeframe.
- 2.2.2. Arrange and be financially responsible for minor alterations to the Clergy House
- 2.2.3. Maintain records of all repairs and maintenance performed at the Clergy House and will provide a copy of those records to the Synod on request. NB Routine repairs and maintenance involving expenditure of less than \$1,000 do not need to be recorded.
- 2.2.4. Keep the guttering and storm water down pipes free from debris.
- 2.2.5. Be financially responsible for
 - a) The cost of property insurance.
 - b) All rates, taxes and other outgoings.
 - c) Utilities and all other allowances payable in accordance with the Incumbent's appointment letter, as per the Diocesan clergy stipend arrangements.
- 2.2.6. Use its best endeavours to reach agreement with the Incumbent on any proposed pets to be kept at the Clergy House

2.3. The Incumbent will

- 2.3.1. Notify the Parish and the Synod promptly of any breakdown, fault or damage in or to the Clergy House.
- 2.3.2. Be financially responsible for any insurance cover for the Incumbent's personal possessions.
- 2.3.3. Not make any alterations to the Clergy House or grounds without first obtaining the Parish's permission.
- 2.3.4. Be financially responsible for damage caused by the Incumbent, or by family members or pets (not including fair wear and tear) and unauthorised alterations made by the Incumbent to the Clergy House.
- 2.3.5. Keep the Clergy House and supplied fixtures and fittings such as carpets and curtains clean and tidy.
- 2.3.6. Keep the grounds tidy and free of rubbish.
- 2.3.7. Maintain any lawns and garden to a reasonable standard.
- 2.3.8. Use their best endeavours to reach agreement with the Parish on any proposed pets to be kept at the Clergy House.

3. SECURITY

- 3.1. Neither the Parish nor the Incumbent will alter, remove or add any lock or security device without the other's consent. This does not prevent the Parish or the Incumbent from taking reasonable steps to secure the Clergy House in an emergency situation.
- 3.2. The Synod, will not alter, remove or add any lock or security device without the consent of the Parish and the Incumbent.

4. ACCESS

- 4.1. The Incumbent has the right to exclusive occupation and quiet enjoyment of the Clergy House during the period s/he is the Incumbent of the Parish. However authorised representatives of the Parish or the Synod or both may need to have access to the Clergy House in some circumstances.
- 4.2. Access to the clergy house is to be arranged by agreement with the Incumbent who is to be given reasonable notice of the need for access. Access will not be unreasonably refused.
- 4.3. Reasonable notice periods are as follows:

Reason for access	Notice period
In an emergency or to carry out emergency repairs	Immediate access
To carry out other repairs and maintenance	72 hours
To carry out minor alterations	14 days
To carry out inspections	7 days

- 4.4. The Incumbent and an authorised representative of the Parish and the Synod are entitled to be present.

5. PERMITTED USE

- 5.1. The Clergy House is provided principally as a residence for the Incumbent and the Incumbent's family.
- 5.2. The Incumbent will not cause or permit the premises to be used for any other purpose without obtaining the Parish's prior permission.
- 5.3. The right to occupy the Clergy House is a personal right. The Incumbent is not permitted to assign their right to occupy the Clergy House to anyone else and is not permitted to sublet the Clergy House.

6. CONCLUSION OF OCCUPANCY

- 6.1. At the conclusion of the occupancy the Incumbent will return the property in the condition that it was received at the commencement of the occupancy as per the Property Condition Report (excluding fair wear and tear and any authorised alterations or additions). The Synod will prepare a Final Condition Report which will be used in conjunction with the original Property Condition Report and any subsequent condition reports that have been produced during the course of the occupancy to ascertain whether any damage or alterations have occurred to the property during the occupancy.
- 6.2. The Synod will be entitled to recover from the Incumbent the following expenses incurred by the Parish for:
 - a) The reasonable cost of repairs to the Clergy House as a result of damage (other than fair wear and tear) caused by the Incumbent or by the Incumbent's family, visitors or pets.
 - b) The reasonable cost of returning the grounds and garden to the condition they were in at the commencement of the occupancy.
 - c) The reasonable cost of remediating unauthorised alterations to the Clergy House.
 - d) The reasonable cost of cleaning the Clergy House to return it to the condition it was in at the commencement of the occupancy.

6.3. The Synod will pass on all costs recovered from the Incumbent to the Parish.

7. TERMINATION

The Incumbent is required to give the Synod and the Parish not less than three months' notice of their resignation from office as Incumbent of the Parish or such shorter period as is approved by the Archbishop.

8. CONTACT DETAILS

Written notices will be deemed to have been provided to the other parties if they are delivered to the contact email addresses provided on page 1 of this agreement.

Additional Conditions

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Signed

Dated:

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for and on behalf of Synod of Adelaide

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Parish (Warden)

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Parish (Warden)

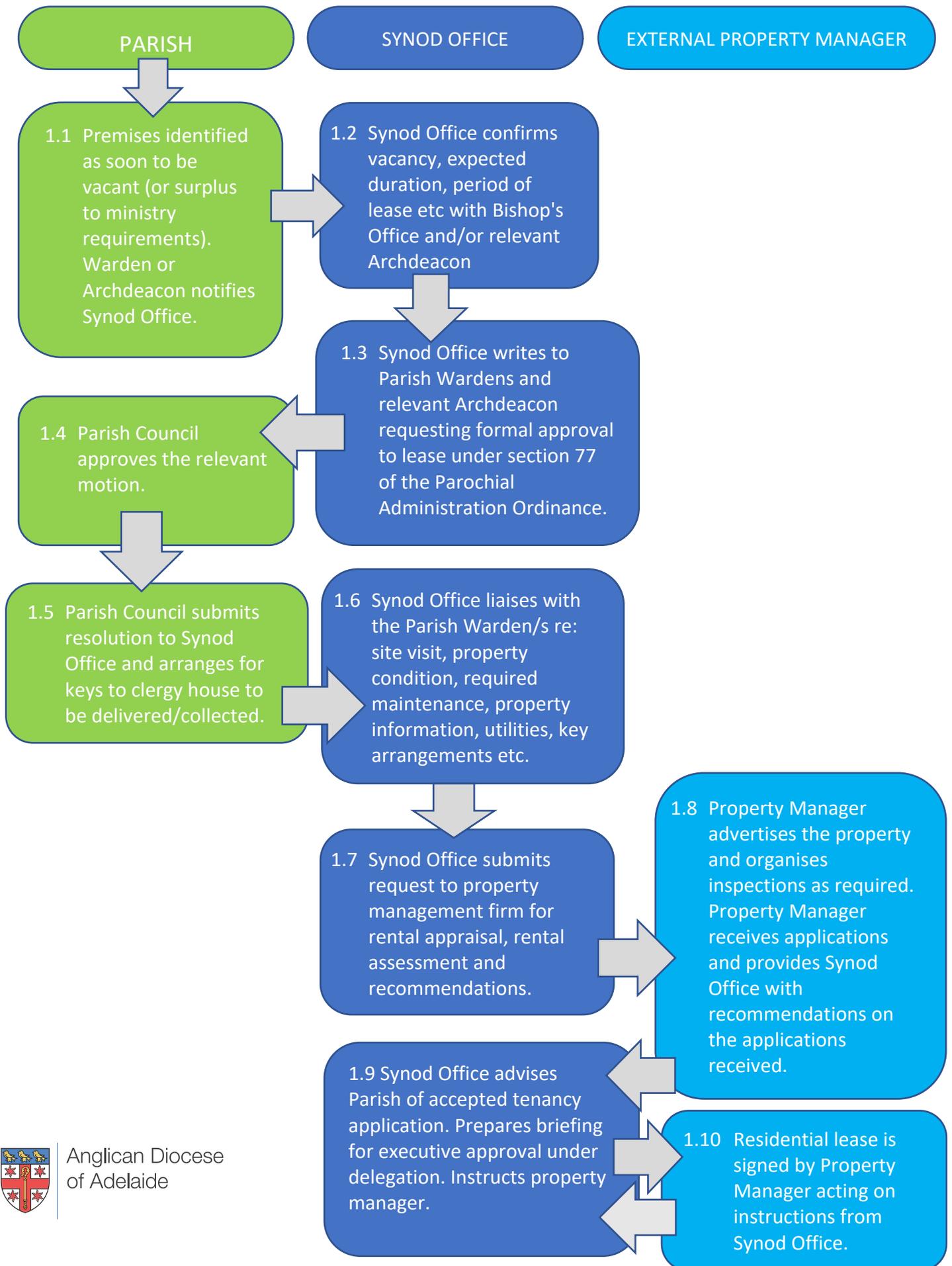
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Incumbent

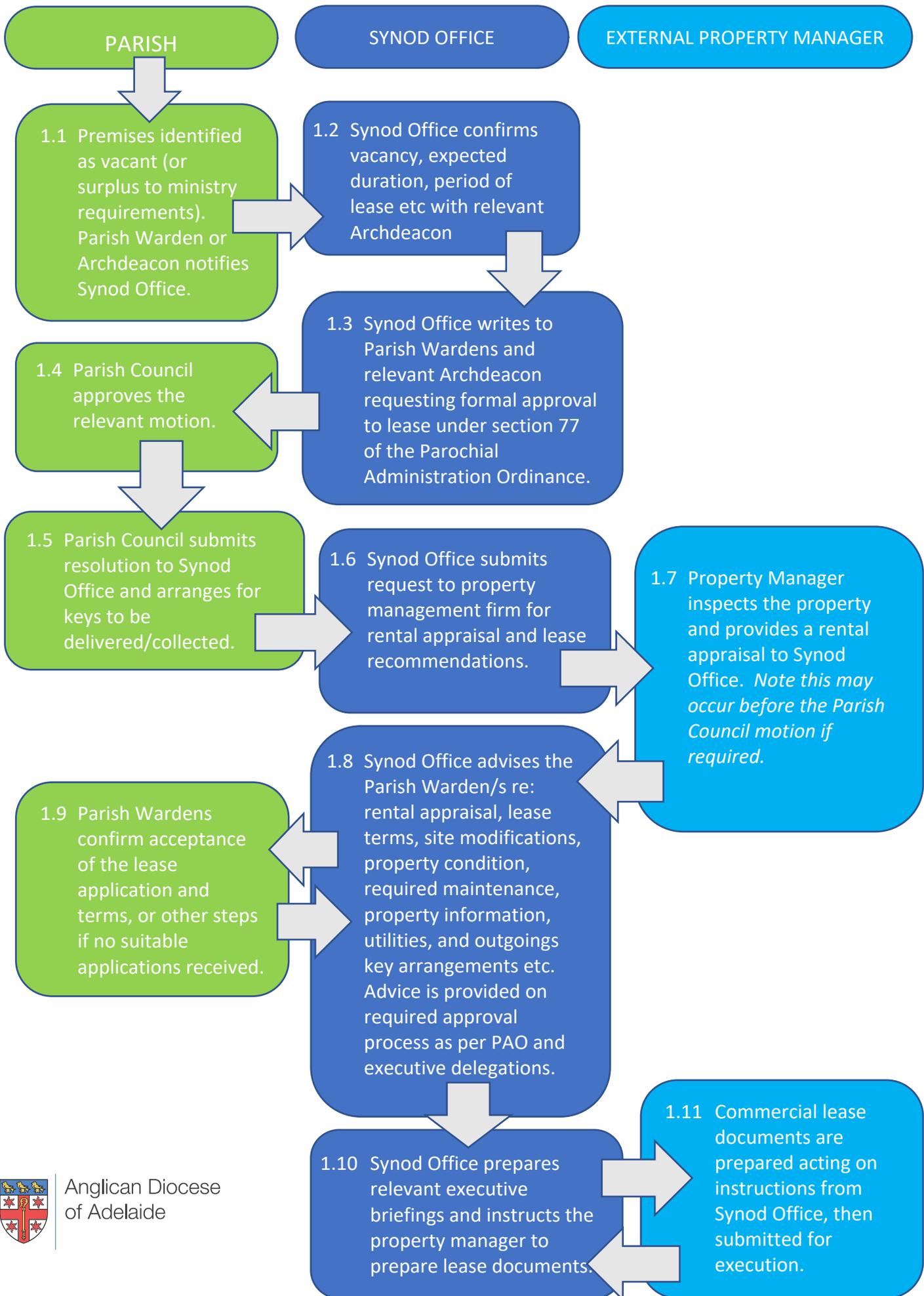
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SYNOD TRUST PROPERTY – RESIDENTIAL/CLERGY HOUSING LEASING PROCESS

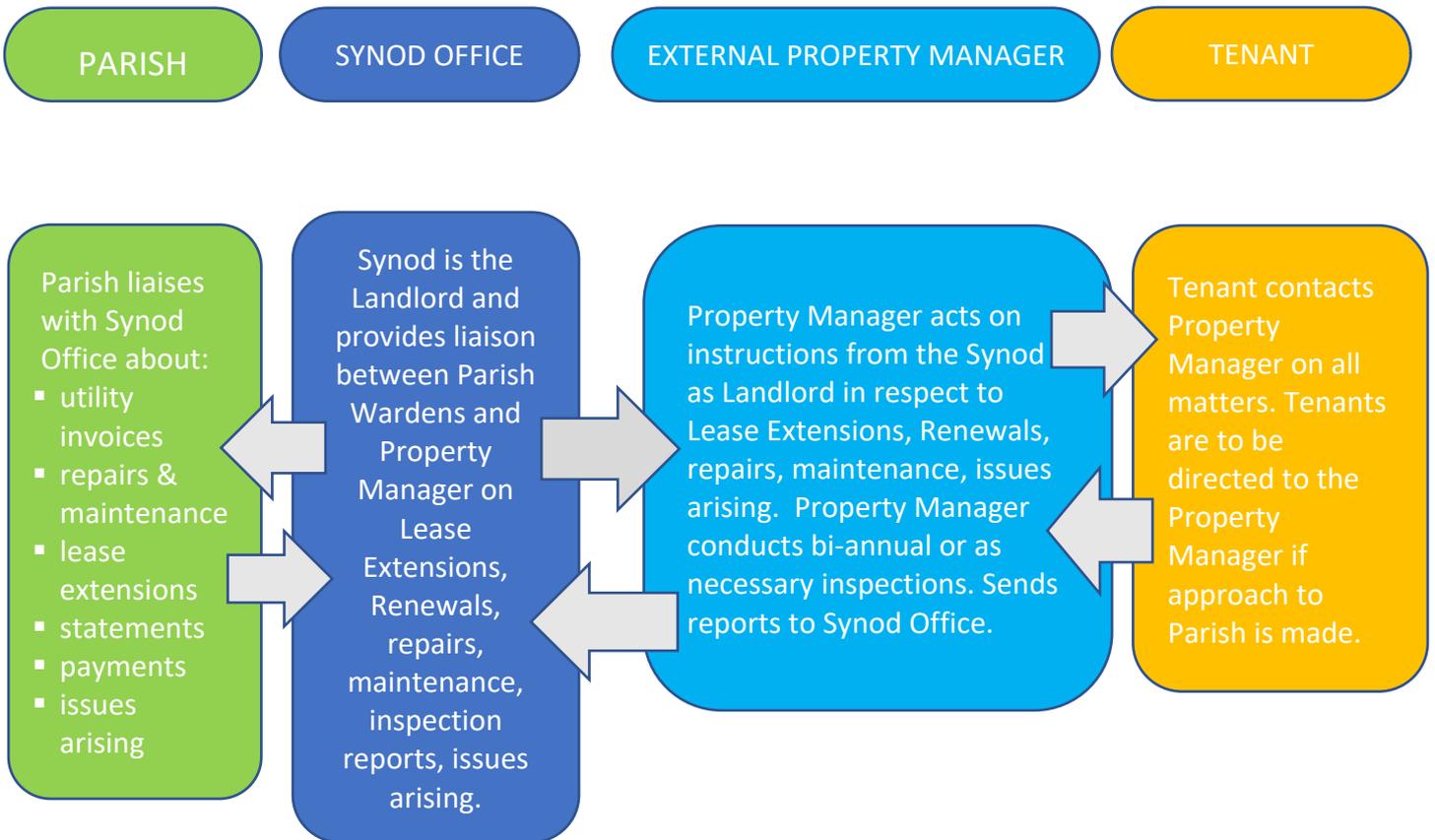
Process 1: Property vacancy identified through to Lease



SYNOD TRUST PROPERTY – COMMERCIAL LEASING PROCESS (TYPICAL)



Process 2: Management of Property under Lease – role of each party



*Note: Parish Wardens and Treasurers as authorised may directly contact the external property manager for information on rental payments or statements, or alternatively may be directly contacted by the property manager regarding utilities and outgoings relating to the lease.

