

Paper H6

House for Duty Policy for ministers

Basic information

Contact name and email address	The Revd Paul Whittle moderator@urcscotland.org.uk
Action required	Decision.
Draft resolution(s)	Assembly Executive adopts the policy on House for Duty and recommends a licence agreement should be used in situations where a House for Duty is required.

Summary of content

Subject and aim(s)	House for Duty enables ministry to be offered in places where it might not otherwise be possible. This document regularises current practice and establishes a policy.
Main points	<ol style="list-style-type: none">1. There are particular circumstances which do not make stipendiary ministry feasible in the short-medium term, or in a particular geographical area where it is difficult to provide ministry, a manse may be provided to a minister on a 'house for duty' basis.2. House for Duty is normally defined as 'Sunday duty plus no less than two days per week' (or x sessions or x hours per week). The minister gains a house to live in rent free with the local pastorate paying Council Tax, Water Rates and buildings insurance and being responsible for the maintenance of the property in accordance with the synod manse scheme.3. In the first instance this will be for a period of three years and in no circumstances beyond seven years.4. A House for Duty Licence with the trustee/s of the manse should be in place.5. There should be a clear arrangement for housing at the end of the term.
Previous relevant documents	None.
Consultation has taken place with...	Ministries Committee Finance.

Summary of impact

Financial	None.
External (e.g. ecumenical)	None.

The policy

1. The purpose of an house for duty policy is to provide a property to a minister of Word and Sacraments and Church Related Community Worker (hereafter known as ministers) serving in a non-stipendiary capacity for the better performance of their ministry in places where it might otherwise not be possible. It is not to provide income for ministers but to enable ministry to be offered in places where it might not otherwise be possible.
2. Where a Synod Pastoral Committee (or equivalent) recommends that there are particular circumstances which do not make stipendiary ministry feasible in the short-medium term, or in a particular geographical area where it is difficult to provide ministry, a manse may be provided to a minister on a 'house for duty' basis. In the first instance this will be for a period of up to three years and in no circumstances beyond seven years. Before a minister occupies a property on this basis there must be in place an House for Duty License between the Minister and the manse trustees (normally the Synod Trust) and a clear arrangement for housing for the Minister at the end of the term.
3. House for Duty is defined as 'Sunday duty plus no less than two days per week' (or x sessions or x hours per week). The minister is provided with a house to live in rent free with the local pastorate (synod if a synod post) paying Council Tax, Water Rates and buildings insurance and being responsible for the maintenance of the property according to the synod manse scheme (if applicable).
4. House for Duty works best if it is seen as an integral part of a proper mission and deployment strategy, certainly at synod level, by which ministers work collaboratively to achieve set goals. It needs to be thought through by all concerned including the Synod Pastoral Committee (or equivalent) and the local pastorate.
5. As those offering themselves for House for Duty posts now come from a broad range of backgrounds and experiences and are of a wide age range, there is great potential for the development of these types of roles in the future. They can be seen as opportunities to take a new approach to ministry and mission in a particular area, introduce changes and prepare congregations for new ways of working in the future. This can include:
 - Pioneer Ministry
 - the development of Fresh Expressions
 - chaplaincy
 - a remit to work with specific societal groups or age ranges
 - work with children or young people
 - the development of community projects
 - the development and facilitation of lay ministry
 - training
 - as a trouble-shooter on fixed term basis to address specific problems.

It is important that the synod, local pastorate and minister should be actively involved in drawing up any ministry vision (role description) including a review at the outset so that all parties understand what is being agreed to in both the House for Duty Licence and the Terms of Settlement.

6. Tax liability

- 6.1 Discussions with the Inland Revenue have received the assurance that if a house for duty was provided to a URC minister for the better performance of the duties and the minister provided Sunday duty plus no less than two days per week (or X sessions or X hours a week) there would not be a tax liability for the Minister, Pastorate, synod or Trustee, as the house would be regarded as being provided for the better performance of the duties and Ministry and not a taxable benefit in kind (is traditionally one of those occupations for which this arrangement is permissible and would not be regarded as a benefit in kind).
- 6.2 If a person is in paid employment and wishes to live in the manse to undertake the duties but cannot satisfy the minimum expectations of time, then it would be regarded as a benefit and taxable.
7. Whilst it is intended that this policy will apply in England, Scotland and Wales, it is noted that when the date of enactment of the Renting Homes (Wales) (Amendment) Act 2021 is known, the URC will need to take further legal advice.

Appendix 1

House for Duty Licence Template

1. This licence made on the XX day of two thousand and XX

Between

The Licensor: **[add the names of the trustees or of the Trust company]**

and

The Licensee: **[add the name of the Minister]**

2. The Licence relates to the property at XX [add the address of the property]
- 2.1 The Property belongs to the Licensor and the Licensee is required to reside therein for the better performance of his/her ministry.
- 2.2 The Licensor permits the Licensee without payment to occupy the property from XX until the termination of this License as provided in Clause 5.

3. It is agreed as follows:

The Licensee agrees with the Licensor:

- 3.1 To notify his/her occupancy to all relevant suppliers of services to the property and to promptly pay all accounts for the supply of such services;

- 3.2 That the property is provided as a single private dwelling house for the exclusive occupation by the minister, [**his/her**] immediate family and temporary guests and not to use it or any part of it for any other purpose;
 - 3.3 To be responsible for repairing any uninsured damage to the contents of property, other than normal wear and tear;
 - 3.4 To return the property in the condition it was received when the property is vacated, viz. clean, tidy and empty of personal possessions;
 - 3.5 To keep all gardens belonging to the property in a good and tidy order;
 - 3.6 To co-operate with the pastorate and synod in allowing reasonable access to the property for maintenance and annual inspection;
 - 3.7 To report to the [**Elders' Meeting/Synod**] any matter that could lead to the deterioration or damage to the property;
 - 3.8 To report any defect to the property that may present a Health and Safety risk to occupiers or visitors to the Manse;
 - 3.9 Not to operate a business from the Manse unless specifically agreed in writing by the Licensor;
 - 3.10 Not to allow or permit any nuisance or annoyance to be created on the property;
 - 3.11 To give to the Licensor promptly a copy of any notice received concerning the property.
4. This License is personal to the Licensee and is not assignable by them.
 5. This license will terminate in the following manner and circumstances:
 - 5.1 Without notice, one month from the date on which the Licensee ceases to be a minister of Word and Sacraments or a Church Related Community Worker serving in a non-stipendiary capacity;
 - 5.2 Immediately upon service of a notice in writing by the Licensor or the specifying of a serious breach of the Licensee's obligations;
 - 5.3 Immediately without notice if the Licensee shall cease to reside in the Property or
 - 5.4 Upon 3 months' notice given to the Licensee by the Licensor or vice versa whichever shall be the earlier and upon termination of the License the Licensee shall remove all their possessions from the Property and shall give vacant possession of it to the Licensor.
 6. The management and control of the Property shall remain vested in the Licensor and nothing herein contained shall create the relationship of Landlord and Tenant between the Licensor and the Licensee or derogate from the rights of the Licensor and all persons authorised by them to enter the Property from time to time to main and repair the same.

Signed: Licensor [Trustee/ Director for and on behalf of the licensor]

Signed: Licensee/Minister