
**THE CONSTITUTION OF
THE CHURCH IN WALES
VOLUME I**

**CHAPTER VII
REGULATIONS RELATING TO
PARSONAGES**

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CHAPTER VII

REGULATIONS RELATING TO PARSONAGES

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Regulations relating to Parsonages

In exercise of its powers under Chapter II of the Constitution the Governing Body hereby makes the following Regulations entitled "Governing Body Regulations relating to Parsonages" which are set out as follows:

- Part I: Interpretation
- Part II: The Diocesan Parsonage Boards
- Part III: Powers, duties and functions of the Board
- Part IV: Appointment of Inspectors and surveys and reports
- Part V: Procedure for Arbitration
- Part VI: Vacancies
- Part VII: Redundant Houses and sales and lettings
- Part VIII: General provisions relating to Parsonages
- Part IX: Parsonage House Terms and Conditions

Part I: Interpretation

1. *In these Regulations:*
 - 1.1 References to a group of Parishes or a grouping of Parishes includes the uniting or merging of Parishes and the creation of a Rectorial Benefice.
 - 1.2 Nothing in these regulations shall affect the powers and duties of the Board set out in Chapter IV A section 26.

Part II: The Diocesan Parsonage Board

2. *Constitution of the Board*
 - 2.1 The Board shall elect a Chairman who shall have power to summon meetings of the Board.
 - 2.2 The Chairman, or in the Chairman's absence, a member of the Board elected by the meeting, shall preside and have a second or casting vote.
 - 2.3 The Board shall, subject to the approval of the Diocesan Board of Finance, appoint a Secretary who shall, on the instructions of the Chairman, convene and send out the agenda for meetings.
 - 2.4 The Secretary or, in the Secretary's absence a member of the Board, shall keep a minute of the proceedings.
 - 2.5 The Board shall meet as often as necessary and also when required by the Representative Body.

- 2.6 Subject to the approval of the Representative Body and of the Diocesan Board of Finance, the Board shall settle its own mode of procedure and shall have power to act by committee and decide the number of members to constitute a quorum.
- 2.7 The necessary and reasonable cost of administration, including salaries if necessary, shall be paid out of the Diocesan Parsonage Board Account.
- 2.8 The Board shall report in writing to the Representative Body and to the Diocesan Board of Finance not less than once a year.

3 *Accounts of the Board*

The Diocesan Board of Finance shall keep for each diocese a separate Diocesan Parsonage Board Account to be called The Diocesan Parsonage Board Account, to which the Diocesan Board of Finance shall contribute such amount as the Representative Body may from time to time determine by regulation under the Maintenance of Ministry Scheme for the time being in force.

Part III: Powers, Duties and Functions of the Board

4. *The building, acquisition and disposal of Parsonages*

- 4.1 Subject to the control of the Diocesan Board of Finance and the Representative Body, the Board shall have the duty to carry out preliminary negotiations in connection with:
- 4.1.1 the sale of a Parsonage or of a site reserved for a Parsonage;
- 4.1.2 the gift or purchase of a Parsonage or of a site for a Parsonage; or
- 4.1.3 the building of a new Parsonage.
- 4.2 No building or rebuilding of a Parsonage shall be commenced without the consent in writing of the Board.
- 4.3 Plans and specifications of new Parsonages and any subsequent alterations of such plans shall be submitted to the Board for approval.
- 4.4 Upon recommendations of the Board and of the Diocesan Board of Finance, the Representative Body may release funds from the Diocesan Parsonage Improvement Fund for the purchase of a Parsonage or of a site for a Parsonage or for the building or rebuilding of a Parsonage.
- 4.5 During the construction or rebuilding of a Parsonage, the Inspector or the Inspector's representatives shall have the right of entering upon the premises so as to ascertain whether the work is being carried out in accordance with the plans and specifications approved by the Board.

5. *Subject to the approval of the Representative Body:*

- 5.1 The Board may determine that any farm building, cottage or parcel of land within the curtilage of a Parsonage shall cease to be a part of the Parsonage; and

5.2 The Board shall be entitled to order the demolition of such buildings as they deem to be unnecessary or the conversion of such buildings or a part of them for other purposes.

6. *Repair and improvement of Parsonages*

6.1.1 The Board shall order such work of repair and maintenance to be done as it deems necessary, and shall have power to order improvements and additions to be done in each case in accordance with the practice of good estate management.

6.1.2 Works of repair and maintenance shall be paid from the Diocesan Parsonage Board Account and works of improvement shall be paid from the Diocesan Parsonage Board Improvement Fund.

6.2 The cost of necessary repairs to a boundary wall or fence between the Parsonage and other land belonging to the Representative Body shall be shared equally between the Board and the Representative Body.

6.3 The Board shall from time to time specify the maximum sum which an Incumbent may incur on urgent necessary repairs carried out by him or her and the cost thereof, not exceeding such sum, shall be repaid to the Incumbent by the Diocesan Board of Finance on the certificate of the Inspector and be charged against the Diocesan Parsonage Board Account. The Incumbent shall notify the Inspector of any such repairs within one month of the execution of the work.

6.4 The Representative Body shall from time to time give to the Board such directions as may appear to it to be necessary for the due maintenance and repair of any Parsonage.

6(a) Provision of a parish office

Subject to the consent of the Representative Body the Board may provide a parish office in any building owned or leased by the Representative Body where the parsonage is deemed unsuitable to provide such facilities and the works shall be paid for from the Diocesan Parsonage Improvement Fund.

7. *Dividing Parsonages*

7.1 Subject to the consent of the Representative Body, the Board shall have power to divide a Parsonage into two or more dwellinghouses. The cost of such division or a part thereof may, if the Diocesan Board of Finance also concurs, be charged against the Diocesan Parsonage Improvement Fund.

7.2 Where such a dwellinghouse is let to a person other than the holder of an ecclesiastical office in the Church in Wales, the rent shall be fixed by the Representative Body and the proceeds of the letting shall be credited to the Diocesan Parsonage Board Account; provided that in any case where the major portion of the cost of the division is supplied from sources other than the Diocesan Parsonage Improvement Fund, the Representative Body may make other arrangements in regard to the proceeds of the letting.

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- 7.3 Where it is required that such a dwellinghouse be occupied by the holder of an ecclesiastical office, no rent or other consideration shall be charged and the provisions of these Regulations shall apply.
- 7.4 Any other matter in connection with the division of a Parsonage not herein specifically provided for, shall be determined by the Representative Body.

Part IV: Inspectors, Surveys and Reports

8. *Appointment of the Inspector*

The Representative Body shall, on the recommendation of the Board, appoint one or more Inspectors who shall be the employees of and whose tenure of office, duties and remuneration shall be fixed by the Representative Body.

9. *Reports*

9.1 A survey of the condition of each Parsonage including the interior decorations thereof shall be made by the Inspector when necessary but at least quinquennially and forthwith on the occurrence of a vacancy. The Inspector shall send a copy of his or her report to the Incumbent.

9.2 A special survey may be ordered by the Representative Body at any time and the Inspector shall send his or her report thereon direct to the Representative Body, and may at any time report direct to that Body, but he or she shall also send a copy of such report to the Board.

9.3 The Board may appoint any one or more of its members to accompany the Inspector on any survey.

9.4 Each Inspector shall forward to the Representative Body copies of all reports made by him or her to the Board at such time and in such manner as the Representative Body shall direct.

9.5 An Inspector shall set out in his or her report the results of any failure to comply with the provisions of paragraph 23.1 of Part IX and the results of any neglect or wilful damage done or allowed to be done to any part of the Parsonage by the Incumbent or any member of his or her family or household or by his or her tenants, together with an estimate of the amount required to rectify the same. The Inspector shall send a copy of such report to the Incumbent.

10.1 If within fourteen days of the receipt of such report the Incumbent shall give notice in writing to the Secretary of the Board that he or she objects to the report and that he or she desires to appear before the Board, such Incumbent shall be entitled to attend and shall be given due notice of the meeting of the Board at which the report will be discussed. The attention of the Incumbent shall be called to this Regulation when the copy of the report is sent to him or her.

10.2 In the event of notice of objection having been given and the Incumbent, having been given due notice of the meeting of the Board, nevertheless fails to attend the meeting, the notice of objection shall be deemed to be null and void unless the Board otherwise determines.

10.3 In the event of notice of objection as aforesaid being given and the Incumbent, having met the Board, fails to reach agreement the dispute shall be referred to an Arbitrator to be appointed by the Bishop and the procedure for arbitration shall be as set out in Part V.

- 10.4 In default of notice of objection being given, the Incumbent shall be deemed to have accepted the report. If the Incumbent is in possession of the Parsonage he or she shall be responsible for carrying out to the satisfaction of the Board the repairs specified in the Inspector's report within three months of the date thereof. If the Incumbent fails so to do the Board shall have power to order the work to be done or such part of it as the Board shall think fit and the cost thereof shall be a debt due by the Incumbent to the Diocesan Board of Finance and may be set off against any sum due or to become due by it to the Incumbent.
- 10.5 In all other cases the Board shall have power to order the work to be done or such part of it as they shall think fit and the cost thereof shall be charged against the Parsonage Board Account. Such cost shall be a debt due to the Diocesan Board of Finance by the Incumbent, and may be set off against any sum due or to become due to the Incumbent by the Diocesan Board of Finance and the amount so recovered shall be credited to the Parsonage Board Account.

Part V: Procedure for Arbitration

- 11.1 The Arbitrator shall give the parties an opportunity of stating their case and of appearing before him or her if they so desire, but subject thereto shall settle the method and procedure of determining the dispute.
- 11.2 Subject to the next paragraph the award of the Arbitrator shall be final and conclusive, and he or she shall have power to decide how and by whom the costs of the arbitration and award shall be paid.
- 11.3 Any person dissatisfied with the award of an Arbitrator in respect of costs may appeal to the Chancellor of the diocese, whose decision thereon shall be final.
- 11.4 Any sum which the Incumbent agrees or is adjudged liable to pay shall be a debt due by such Incumbent to the Diocesan Board of Finance and may be set off against any sum due or to become due by it to the Incumbent.

Part VI: Vacancies

- 12.1 During a vacancy in an incumbency or in a case where a Parsonage in a suspended incumbency is vacant the Area Dean and Churchwardens of the Parish shall be the custodians of the Parsonage and shall be responsible for its care, other than for such purposes as are the responsibility of the Parsonage Board.
- 12.2 The custodians shall take precautions for the prevention of trespass; they shall see that the water, gas and electric services are cut off at the main; that in frosty weather the water is drained from the cisterns and pipes; that gutters and drainpipes are kept clear; that from time to time the house is aired, and central heating regularly run; and do what is practicable to prevent the garden from becoming a wilderness.

- 12.3 For such purposes the custodians shall have authority to defray the reasonable costs thereof at an average rate of expenditure for the period of the vacancy, not exceeding such weekly rate as the Diocesan Board of Finance may from time to time determine.
- 12.4 The amount expended shall be refunded by the Diocesan Board of Finance on production of a statement of account with receipts for payment made by the custodians and the amount refunded shall be charged against the Diocesan Parsonage Board Account for the diocese concerned.
- 12.5 The custodians shall not be responsible for making good the results of any failure by the former Incumbent to comply with the provisions of paragraph 23.1 of Part IX (i.e. the maintenance of the interior in good decorative condition) or for the results of any negligence by such Incumbent or by any of his or her household or family or for wilful damage done or allowed to be done by him or her, to any part of the Parsonage.
- 12.6 In the event of damage to the Parsonage by storms or other causes it shall be the duty of the custodians to notify the Inspector immediately.

Part VII: Redundant Houses and Sales and Lettings

13. When a house ceases to be required to be occupied by an Incumbent, it ceases to be a Parsonage and, except as hereinafter provided, the Board ceases to be responsible for its maintenance.
14. *Redundant and Unoccupied Houses*
 - 14.1 If a house within a Parish or a group of Parishes is not required to be occupied by the Incumbent it shall be deemed to be redundant.
 - 14.2 The Board shall forthwith recommend whether the house shall be sold or let. If the recommendation is approved by the Representative Body or its appropriate committee, the Board shall instruct professional valuers to submit a report for the consideration of the Representative Body or its appropriate committee, who shall decide what action shall be taken.
 - 14.3 Pending a sale or letting of a redundant house, the Incumbent (if any) and the Churchwardens of the Parish in which the house is situated, shall be the custodians of the property.
 - 14.4.1 The custodians shall take precautions for the prevention of trespass; they shall see that the water, gas, and electric services are cut off at the main; that in frosty weather the water is drained from the cistern and pipes; that gutters and drain-pipes are kept clear; that from time to time the house is aired and central heating regularly run and do what is practicable to prevent the garden from becoming a wilderness.
 - 14.4.2 For such purposes they shall have authority to defray the reasonable costs at an average rate for the period to the date of sale or letting, not exceeding such weekly rate as the Diocesan Board of Finance may from time to time determine.

14.4.3 The amount expended shall be refunded by the Representative Body on production of a statement of account with receipts for payments made by them against the Diocesan Parsonage Improvement Fund.

14.4.4 In the event of damage to the property by storms or other causes it shall be the duty of the custodians to notify the Secretary of the Representative Body immediately.

15 *Letting of Parsonages*

In a case where a Parsonage is let by the Representative Body on the recommendation of the Board and under the terms of the letting the tenant is not responsible for exterior repairs, the Board shall continue to be responsible for such repairs and the appropriate contributions to the Parsonage Board Account shall continue to be paid.

16. *Sales and letting of Parsonages*

16.1 The proceeds of a sale of a Parsonage, which has become redundant as a result of a grouping of parishes, shall be placed to the credit of the Diocesan Parsonage Improvement Fund. If as a consequence of any re-arrangement in regard to such group of parishes it becomes necessary to provide a new Parsonage in place of one that had been sold an appropriate part of the cost thereof shall be deemed to be a charge upon the available resources of the Diocesan Parsonage Improvement Fund.

16.2 In a case where a Parsonage is let by the Representative Body the net proceeds of the letting shall be credited to the Diocesan Parsonage Board Account.

17.1 The Diocesan Board of Finance may recommend a refund in respect of a parochial contribution made towards the cost of the installation of central heating in a Parsonage, if:

17.1.1 the Parsonage is declared redundant and sold within five years of such installation; and

17.1.2 the proceeds of sale are to be credited to the Diocesan Parsonage Improvement Fund.

17.2 The maximum amount of such refund shall be the parochial contribution reduced by 20 per cent for each complete year since installation.

18. *Custodians of former Parsonages*

18.1 If a new Parsonage is acquired and the former Parsonage has not previously been sold or let, the Incumbent and Churchwardens shall be the custodians of the former Parsonage and shall perform the duties described in Regulation 14.4.

18.2 The custodians shall be entitled to be refunded the reasonable costs, at an average rate not exceeding such weekly rate as the Diocesan Board of Finance may from time to time determine, for the period up to the date when the former Parsonage is either sold or let.

18.3 The Representative Body shall be entitled to recover the amount so refunded out of the proceeds of sale or letting.

- 18.4 In the event of damage to the former Parsonage by storms or other causes, it shall be the duty of the custodians to notify the Secretary of the Representative Body immediately.

19. *Vacant Houses*

- 19.1 If pursuant to a notice to quit given by the Representative Body under paragraph 24 of Part IX, a Parsonage is vacated by the Incumbent and, on the recommendation of the Board and the Diocesan Board of Finance, it is decided that the house be sold or demolished, it shall cease to be a Parsonage within the meaning of Chapter VII and the Board shall thereupon cease to be responsible for its maintenance as from the date it is vacated.
- 19.2 If notice to quit is given so as to enable major works of reconstruction to be undertaken the responsibilities of the Board shall continue and, during the period when the house is not available for occupation, the contributions of the Diocesan Board of Finance and the Representative Body shall continue to be paid.

Part VIII: General Provisions Relating to Parsonages

20. *Occupation of a Parsonage*

- 20.1 In the case of a grouping of Parishes under one Incumbent, the Bishop, after consultation with the Board, shall decide which of the houses within the group shall be the Parsonage required to be occupied by the Incumbent. It shall be the duty of the Diocesan Registrar forthwith to inform the Board and the Representative Body of the Bishop's decision.
- 20.2 The Bishop shall also decide, after consultation with the Board, whether a house within the group shall be required to be occupied by an assistant curate or by any holder of an ecclesiastical office in the Church in Wales. Should the Bishop decide that a house be so occupied it shall be the duty of the Diocesan Registrar forthwith to inform the Board and the Representative Body of the Bishop's decision.

Part IX: Conditions of Occupation of a Parsonage

21. Where an Incumbent is required to reside in a Parsonage, it shall be held by him or her without payment of rent or other consideration on the following conditions.

22. *Rates, Taxes and Outgoings*

The Incumbent shall pay all rates, charges, taxes, and outgoings in respect of their occupation of the Parsonage, with the exception of council tax and buildings insurance premiums.

23. *Maintenance of the Parsonage*

- 23.1 The Incumbent shall be responsible for the interior decoration of the Parsonage and shall keep and maintain the interior in good decorative condition to the satisfaction of the Board which shall, in assessing the extent of the responsibility, take into account the age and size of the Parsonage. Interior decoration shall mean painting, papering, colouring and whitewashing, and shall include the painting of all interior woodwork usually so treated. Upon a new Incumbent taking possession the Inspector shall make a general record of the interior decoration of the Parsonage for purposes of future reference. A copy of such record shall be sent by the Inspector to the incoming Incumbent.
- 23.2 The Incumbent shall be responsible for the results of any negligence by him or her, or any of the Incumbent's household or family or tenants and for wilful damage done or allowed to be done by him to any part of the Parsonage.
- 23.3 The Incumbent shall be responsible for keeping any hedges forming part of or belonging to the Parsonage in good order, but the Board shall have power to make a grant towards the cost thereof out of the Diocesan Parsonage Board Account. The Incumbent shall not cut down any tree without the consent in writing of the Archdeacon or Inspector.
- 23.4 The Incumbent shall not make any structural alteration or addition to the Parsonage or to the permanent fittings thereof without the consent of the Board.
- 23.5 The Incumbent shall permit the Representative Body, the Board, and their authorised Inspectors, contractors, employees, agents or workers, to enter upon the Parsonage at any time after reasonable notice for the purpose of viewing the general condition of the Parsonage and of repairing and estimating for and carrying out repairs.
- 23.6 Any dispute as to fixtures shall be settled by an arbitrator agreed upon by the parties, including in this expression the Representative Body, and in default of agreement, appointed by the Bishop, and Regulation 11 shall apply to such arbitrator.
- 23.7 Sales by auction of furniture in a Parsonage shall not be permitted.

Possession

- 24.1 The Incumbent shall not let or part with the possession of the Parsonage; and he or she shall not let or part with the possession of any part of it, except with the consent in writing of the Representative Body.
- 24.2 The Incumbent shall deliver up possession of the Parsonage to the Representative Body upon:
- 24.2.1 the determination of the incumbency;
- 24.2.2 the expiration of a two calendar months' notice to quit at any time served upon him or her by the Representative Body; or
- 24.2.3 the expiration of fourteen days' notice served upon him or her by the Representative Body if the Incumbent shall have failed or neglected to observe or perform any of the conditions upon which he or she occupies the Parsonage, and the notice states that it is given on that ground.

25. Any dispute between the Representative Body and the Incumbent as to the right of the Representative Body to give a notice on the ground that the Incumbent has failed or neglected to observe or perform any of the conditions upon which he or she occupies the property shall be referred subject as hereinafter provided to the Bishop of the diocese in which the Parsonage is situated, and his decision shall be final, and he shall have power to extend the time for delivering up possession provided that the date for delivering up possession shall not be later than three months after the service of the notice to quit.
26. If the Incumbent shall fail or neglect to deliver up possession of the Parsonage to the Representative Body in accordance with the provisions hereinbefore contained the Representative Body may resume possession of the Parsonage and remove therefrom any property belonging to the Incumbent.
27. If an Incumbent dies during occupation of the Parsonage his or her legal personal representatives shall be permitted to allow the Incumbent's widow or widower, parent, sister, or children, to remain in occupation of the Parsonage for two calendar months from his or her death, subject to the performance and observance by such representatives of the conditions to which the Incumbent would have been subject if then living, provided that if an application is made by such representative for an extension of the period the Bishop shall have power to grant an extension of not more than one month. Any dispute between the Representative Body and such representative in regard to the occupation of the Parsonage shall be settled by the Bishop of the diocese, whose decision shall be final. In the event of no permission being given by the legal personal representative or in the event of a person, not being such a relation, residing in the Parsonage at the time of the death of the Incumbent, the Bishop, or Archdeacon if authorised by him to act in such a matter, may allow such persons or any of them to remain in occupation for a period not exceeding two calendar months from the death, provided that in the event of application being made by such persons or any of them for an extension of the period, the Bishop shall have power to grant an extension of not more than one month.