

Statement of Mutual Expectations



Purpose Statement

Synod By law 12.2.6 states that a Minister placed in a Pastoral Charge shall be provided, by the body responsible for payment of stipend, with a residence. If a residence is not available, that body will provide a rented residence for the Minister.

Mutual expectations regarding a Manse provided to a Minister should be established at the commencement of placement. This document has been prepared to clarify the roles and responsibilities of the Church Council, the Minister and the Presbytery in relation to the provision of a Manse owned by the Uniting Church.

Location of Manse:

Description of Manse:

Responsible Body:	
Address for Correspondence:	
Postcode:	
Telephone number:	Email address:

Minister's Name:	
Address for Correspondence:	
Postcode:	
Telephone number:	Email address:
Add all other occupants here:	

Name of Presbytery:
Presbytery Contact Person:

Term:
The term of this agreement is: weeks / months / years

Starting on: / / and ending on: / /

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IMPORTANT INFORMATION

Maximum number of occupants: No more than (e.g 8) persons may ordinarily live in the premises at any one time.

Urgent repairs: Nominated tradespeople for urgent repairs:

Electrical repairs:	<input type="text"/>	Telephone:	<input type="text"/>
Plumbing repairs:	<input type="text"/>	Telephone:	<input type="text"/>
Other repairs:	<input type="text"/>	Telephone:	<input type="text"/>

Utility	Payment basis for Minister	Yes	No
Water	Usage Charge		
Gas	Usage, including if Gas is bottled		
Electricity	Usage		
Telephone	Cost of calls		
Internet	Usage		

Strata by-laws

Are there any strata or community scheme by-laws applicable to the Manse?

Yes No

If yes, has a copy been provided to the Minister?

Yes No

Condition report: A report relating to the condition of the Manse must be completed by the Responsible Body at the time this agreement is signed. Copies should be retained by the signing parties. *Note: A template may be obtained from Uniting Church NSW and The ACT Synod Office - Synod Operations*

ROLES AND RESPONSIBILITIES FORMING PART OF THIS STATEMENT OF MUTUAL EXPECTATIONS (SME)

1. DEFINITIONS

1.1. Responsible Body means a body that is responsible for the management and administration of property, and which either itself carries out those responsibilities or appoints another body to undertake them either in whole or in part (Reg. 4.1). The Responsible Body provides the Minister the Manse under this agreement.

1.2. Manse means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence by a Minister.

1.3. Occupancy means the right to occupy the Manse under this agreement.

1.4. Minister means the person as a Minister or Ministry Agent who has the right to occupy the Manse under this agreement.

2. COMMENCEMENT PRINCIPLE

2.1. The underlying principle is that a Manse provided for a Minister must be of a reasonable standard and fit for purpose.

3. PRESBYTERY

3.1. The role of the Presbytery is to oversee this agreement between the Responsible Body and the Minister given Presbytery's oversight role on property (Reg. 3.1.3 (n)) and Presbytery's approval of the Placement and the corresponding Terms of Placement. Key responsibilities include:

3.1.1. To ensure that the condition of the Manse is clean, fit for purpose given the circumstances of the Minister and in a reasonable state of repair at the commencement and at the end of this agreement, throughout the Placement and when the Minister vacates the Manse

3.1.2. To ensure a condition report is undertaken, including

photographs, at the commencement and the conclusion of the agreement and that copies of the report are provided to each party to this agreement

3.1.3. Oversee inspections carried out of the Manse by the Responsible Body at the following times:

- i.** Commencement of this agreement
- ii.** Periodically throughout the term of this agreement (at least annually)
- iii.** Two months prior to the vacation of the Manse for the purpose of identifying issues to be addressed by the Minister.
- iv.** Upon the Minister's vacation of the Manse

3.1.4. Oversee any disputes that arise between the Responsible Body and the Minister throughout the term of this agreement

4. RESPONSIBLE BODY

4.1. The Responsible Body provides the Manse for the Minister to occupy during the term of this agreement.

4.2. The Responsible Body agrees to make sure the Manse is vacant so the Minister can move in on the date agreed, and to take all reasonable steps to ensure that, at the time of signing this agreement, there is no reason why the Manse cannot be used as a residence for the term of this agreement.

4.3. The Responsible Body agrees:

4.3.1. to make sure that the Manse is clean and fit to live in, and

4.3.2. to make sure that all light fittings in the Manse have working light globes on the commencement of the occupancy, and

4.3.3. to keep the Manse in a reasonable state of repair, considering the age and the prospective life of the Manse, and
4.3.4. not to interfere with the supply of gas, electricity, water, telecommunications or other services to the Manse (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
4.3.5. to comply with all statutory obligations relating to the health or safety.

4.4. The Responsible Body agrees to pay:

4.4.1. rates, taxes or charges payable under any Act (other than charges payable by the Minister under this agreement) e.g. council rates, water and other charges, and
4.4.2. the installation costs and charges for initial connection to the Manse of an electricity, water, gas, bottled gas (full at commencement) or oil supply service, and
4.4.3. all fixed charges for the supply of electricity, water, gas (except bottled gas), oil and sewerage services (other than for pump out septic services) to the Minister at the Manse

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4.5. The Responsible Body agrees to give to the Minister within 7 days of entering into this agreement a copy of the by-laws applying to the Manse.

4.6. The Responsible Body will provide a signed copy of this agreement to the Minister and Presbytery.

5. MINISTER

5.1. The Minister agrees:

5.1.1. to keep the Manse clean, and

5.1.2. to notify the Responsible Body as soon as practicable of any damage to the Manse, and

5.1.3. that it is the Minister's responsibility to replace light globes and batteries for smoke detectors in the Manse

5.1.4. not to use the Manse, or cause or permit the Manse to be used, for any illegal purpose, and

5.1.5. not to cause or permit a nuisance, and not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

5.1.6. not to intentionally or negligently cause or permit any damage to the Manse, and

5.1.7. not to cause or permit more people to reside in the Manse than is permitted by this agreement

5.1.8. the Minister is not to use the Manse for business purposes or to sub lease the Property during the Occupancy, including Air BnB, Stayz or similar

5.1.9. to pay:

5.1.9.1. all charges for the usage of electricity, gas or oil to the Minister at the Manse if the premises are separately metered, and
5.1.9.2. all charges for pumping out a septic system used for the Manse, and
5.1.9.3. any excess garbage charges relating to the Minister's use of the Manse, and
5.1.10. when this agreement ends and before giving vacant possession of the premises to the Responsible Body:

5.1.10.1. to remove all the Minister's goods from the Manse, and
5.1.10.2. to leave the Manse as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the occupancy, and
5.1.10.3. to leave the Manse reasonably clean, having regard to their condition at the commencement of the occupancy, and

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5.1.10.4. to remove or arrange for the removal of all rubbish from the Manse, and

5.1.10.5. to make sure that all light fittings in the Manse have working globes, and

5.1.10.6. that the Responsible Body and or Presbytery will carry out an outgoing inspection prior to the Minister vacating the Manse

5.1.10.7. to return to the Responsible Body all keys, and other opening devices or similar devices, provided by the Responsible Body

5.1.10.8. Make reasonable contribution to damage outside of 'fair wear and tear' if requested

6. LOCKS AND SECURITY DEVICES

6.1. The Responsible Body agrees:

6.1.1. to provide and maintain locks or other security devices necessary to keep the Manse reasonably secure, and
6.1.2. to give each Minister under this agreement a copy of the key or opening device or information to open any lock or security device for the Manse or common property to which the Minister is entitled to have access, and

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6.2. The Minister agrees:

6.2.1. not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency) or unless the Responsible Body agrees, and
6.2.2. to give the Responsible Body a copy of the key or opening device or information to open any lock or security device that the Minister changes within 7 days of the change

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7. SMOKE ALARMS

7.1. The Responsible Body agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the Manse.

8. URGENT REPAIRS

8.1. The Responsible Body agrees to pay the Minister, within 14 days after receiving written notice from the Minister, any reasonable costs (not exceeding \$1000) that the Minister has incurred for making urgent repairs to the Manse (of the type set out below) so long as:

8.1.1. the damage was not caused as a result of a breach of this agreement by the Minister, and
8.1.2. the Minister gives or makes a reasonable attempt to give the Responsible Body notice of the damage, and
8.1.3. the Minister gives the Responsible Body a reasonable opportunity to make the repairs, and
8.1.4. the Minister makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
8.1.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
8.1.6. the Minister, as soon as possible, gives or tries to give the Responsible Body written details of the repairs, including the cost and the receipts for anything the Minister pays for

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8.1.4. the Minister makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

8.1.5. the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

8.1.6. the Minister, as soon as possible, gives or tries to give the Responsible Body written details of the repairs, including the cost and the receipts for anything the Minister pays for

9. ALTERATIONS AND ADDITIONS TO THE MANSE

9.1. The Minister agrees:

9.1.1. not to install any fixture or renovate, alter or add to the Manse without the Responsible Body's written permission, and

9.1.2. to repair any damage caused by removing the fixture or compensate the Responsible Body for the reasonable cost of repair

9.2. The Responsible Body agrees not to unreasonably refuse permission for the installation of a fixture by the Minister or to a minor alteration, addition or renovation by the Minister

10. ACCESS

10.1. The Responsible Body authorised in this agreement may only enter the Manse in the following circumstances:

10.1.1. in an emergency (including entry for the purpose of carrying out urgent repairs),

10.1.2. if there is reason for the Responsible Body to believe the Manse is abandoned,

10.1.3. if there is reason for serious concern about the health of the Minister or any other person at the Manse and a reasonable attempt has been made to obtain consent to the entry,

10.1.4. to inspect the Manse, if the Minister is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

10.1.5. to carry out, or assess the need for, necessary repairs, if the Minister is given at least 2 days notice each time,

10.1.6. to carry out, or assess the need for, work relating to statutory health and safety obligations, including hazard material inspections relating to the Manse, if the Minister is given at least 7 days' notice each time,

10.1.7. to show the Manse to prospective tenants, purchasers or valuers on a reasonable number of occasions if the Minister is given reasonable notice on each occasion

10.1.8. if the Minister agrees.

10.2. The Minister agrees to give access to the Manse to the Responsible Body if they are exercising a right to enter the Manse in accordance with this agreement.

11. SALE OF THE PREMISES

11.1. The Responsible Body agrees:

11.1.1. to give the Minister written notice that the Responsible Body intends to sell the Manse, at least 14 days before the premises are made available for inspection by potential purchasers, and

11.1.2. to make all reasonable efforts to agree with the Minister as to the days and times when the Manse is to be available for inspection by potential purchasers

11.1.3. should the property be sold, alternative accommodation must be provided for the Minister

11.2. The Minister agrees not to unreasonably refuse to agree to days and times when the Manse is to be available for inspection by potential purchasers

11.3. The Responsible Body and Minister agree:

11.3.1. that the Minister is not required to agree to the Manse being available for inspection more than twice in a period of a week, and

11.3.2. that, if they fail to agree, the Responsible Body may show the Manse to potential purchasers not more than twice in any period of a week and must give the Minister at least 48 hours' notice each time

12. SWIMMING POOLS

12.1. The Responsible Body agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool at the Manse.

12.2. The Responsible Body agrees to ensure that at the time that this agreement is entered into:

12.2.1. the swimming pool at the Manse is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

12.2.2. a copy of that valid certificate of compliance or relevant occupation certificate is provided to the Minister.

12.3. The Minister agrees to maintain the swimming pool which is to be provided in a safe and useable condition to the Minister upon commencement of this agreement

13. LOOSE-FILL ASBESTOS INSULATION

13.1. The Responsible Body agrees:

13.1.1. if, at the time that this agreement is entered into, the Manse has been and remains listed on the Loose Fill Asbestos Insulation Register, the Minister has been advised in writing by the Responsible Body that the Manse is listed on that Register, or

13.1.2. if, during the occupancy, the Manse become listed on the Loose Fill Asbestos Insulation Register, to advise the Minister in writing, within 14 days of the Manse being listed on the Register, that the Manse is listed on the Register."

14. ADDITIONAL TERMS

14.1.1. Additional terms may be included in this agreement if both the Responsible Body and Minister agree to the terms, and they do not conflict with the standard terms of this agreement.

15. PETS [~~Cross out this clause if not applicable~~]

15.1. The Minister agrees not to keep animals at the Manse without obtaining the Responsible Body's consent.

15.2. The Responsible Body agrees that the Minister may keep the following animals on the Manse premises:

15.3. The Minister agrees to have the carpet professionally cleaned or to have the Manse fumigated if the cleaning or fumigation is required because animals have been kept at the Manse during the occupancy

15.4. The Minister agrees to repair, or replace if necessary, damage caused to the property (including gardens) by the keeping of pet.

16. CONTINUATION OF OCCUPANCY

16.1. Once any fixed term of this agreement ends, this agreement continues in force on the same terms as a periodic agreement unless this agreement is terminated by the Responsible Body or the Minister.

17. ENDING THE AGREEMENT

17.1. If this agreement is a fixed term agreement it may be ended by the Responsible Body or the Minister by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The Responsible Body must give at least 30 days' notice and the Minister must give at least 14 days' notice.

17.2. If this agreement is a periodic agreement it may be ended by the Responsible Body or the Minister by giving written notice of termination. The notice may be given at any time. The Responsible Body must give at least 90 days' notice and the Minister must give at least 21 days' notice.

Statement of Mutual Expectations



SIGNED BY THE PRESBYTERY

Name of Presbytery:

Signed (Presbytery):

Date: / /

In the presence of (witness)

Witness name:

Signed (witness):

SIGNED BY THE RESPONSIBLE BODY

Name of Responsible Body:

Signed (Responsible Body):

Date: / /

In the presence of (witness)

Witness name:

Signed (witness):

SIGNED BY THE MINISTER

Name of Minister:

Signed (Minister):

Date: / /

In the presence of (witness)

Witness name:

Signed (witness):