

STANDARD CONDITIONS (1993)
of
THE CHURCH OF SCOTLAND GENERAL TRUSTEES
for
OCCUPATION OF MANSES ON A CARETAKER BASIS

Note In these Conditions the Church of Scotland General Trustees are referred to as “the Trustees”, the party who is to occupy the property is referred to as “the Caretaker” and the property to be occupied is referred to as “the Subjects”.

1. The Caretaker’s occupation of the Subjects will be on a caretaker basis only and no rent will be payable although the Caretaker, being resident in the Subjects, will be liable for payment of the Council Tax applicable to the period of his occupation. No services will be provided and the Caretaker will be liable for electricity, telephone and fuel bills for the period of his occupation. As between the parties the Trustees will be entitled at any time to require that the Caretaker will enter into arrangements with the various authorities supplying services including electricity, telephone and fuel so that he will be liable in direct payment to such authorities for the cost of such services.
2. The Caretaker’s occupation of the Subjects will commence as at the date specified in the offer to him from the Trustees and will continue until terminated by either the Trustees or the Caretaker giving to the other party not less than 28 days’ written notice for that effect. In the event of the Caretaker being in breach of any of the obligations or conditions contained herein or in the said offer the Trustees will have the right to terminate the Caretaker’s occupation of the Subjects forthwith by giving written notice for that effect.
3. The Trustees will not be under any obligation to repair or maintain the Subjects and will have no responsibility for any defects in the Subjects, which the Caretaker will occupy on his own responsibility and at his own risk. The Caretaker will not be entitled to make alterations to the Subjects either internally or externally in any way. If the Caretaker carries through any repairs to the Subjects he will not be entitled to compensation in respect of them at the end of his occupation.
4. The Caretaker shall keep the Subjects continuously occupied and properly fired and aired and shall also keep the garden ground in a reasonably tidy condition and free from weeds. He shall keep any grass in the garden ground regularly cut and carry through all these obligations at his own expense and to the satisfaction of the Trustees.
5. The Caretaker will be entitled to use and occupy the Subjects only as a private dwellinghouse and appurtenances for himself and his dependants and will not in any circumstances be entitled to grant the use or occupation of the Subjects in whole or in part to any other person. Without prejudice to the foregoing the Caretaker shall not use the Subjects for any purpose or in any way which the Trustees, whose decision in the matter will be final, consider inappropriate.
6. The Trustees, the local Church authorities in the Parish, the Presbytery of the bounds and any person authorised by any of these bodies, including without prejudice to the foregoing generality prospective incumbents of the Charge, will be entitled when they so wish to inspect the Subjects internally and externally and to carry out such alterations, redecoration and additions as they deem advisable.

7. The Caretaker will indemnify the Trustees against all loss, injury and damage and against any claims made against them if such loss, injury, damage or claims would not have arisen but for the Caretaker having been granted the occupation of the Subjects.
8. The Subjects will be inspected after the termination of the Caretaker's occupation of the same and the Trustees will have power to make good any damage which has occurred during the Caretaker's occupation of the same and charge the cost to him.
9. Without prejudice to the foregoing provisions and to the nature of the arrangement, the Caretaker is informed that the Subjects are at present held for the purpose of being available for occupation by a Minister of Religion or a full-time Lay Missionary as a residence from which to perform the duties of his office and that if the Subjects were let possession could be recovered under Ground 5 of Part I of Schedule 5 to the Housing (Scotland) Act 1988.
10. No animals or pets may be kept by the Caretaker or his dependants in the Subjects including any ground attached thereto without the prior written consent of the General Trustees.

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