

E PROPERTY

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E1 GENERAL PROPERTY INFORMATION

The Trustees seek the co-operation of committees in all matters relating to the property under their control. If you are in doubt on any point of procedure not dealt with specifically herein, an approach to the Secretary of the Trustees will receive prompt and willing attention.

Note: A separate booklet is available, at a nominal cost, to assist committees and organisations to *Maintain Property Efficiently* together with much technical advice on all property matters. The Booklet is titled:-

"A Guide to the management of Church Property and Facilities"

By: David A.M. Green Chartered Architect.

E1.1 Guide to Procedure on Property, Insurance and Related Matters

Compliance with the procedures set out will facilitate and expedite your dealings with the Congregation, Presbytery and the Trustees. It does not relieve Committees and Congregations of the responsibilities of strict compliance with the Code, but it is designed to draw attention to practical procedures available to supplement the Code.

E1.2 Alterations to Buildings

The procedure laid down for new buildings would apply in broad principle to major alterations to existing buildings. Refer to E5.

E1.3 Sale or purchase or Erection of any Building

It should be noted that the sale or purchase or erection of any building on Church property, new or second-hand, irrespective of cost, must be approved by the Congregation, Presbytery and the Trustees. Refer to E5.

E1.4 Leasing of Church Property

The keys of the Church and School Hall are under the jurisdiction of the Minister. Church property must not be leased for any period or term of years without Congregational, Presbytery and Trustees' approval.

The Trustees must be assured that the properties are suitable for the purposes required and comply with the Statutory standards of safety and hygiene in respect of such occupancy.

Leases must be completed in the name of the Trustees of the Property of the Presbyterian Church of Tasmania. A copy of the lease shall be sent to the Trustees for their record.

E1.5 Maintenance

All church property should have constant care and attention under the supervision of the Board of Management. Regular maintenance will preserve the asset and effectively reduce major repair expense that will be the sure result of neglect.

E1.6 Name of Trustee

You may be required at times to quote the name of the Trustees in dealing with your Bankers, Insurers, Lessees and the like. Please note that the proper title must be used in full as follows:

The Trustees of the Property of the Presbyterian Church of Tasmania.

E1.7 Signing of Contracts

The documents for building projects approved by the Presbytery and Trustees may be signed by specially appointed representatives of the Board of Management and in the name of the Local Church or Organization. It should be noted that the legal owners of the property are the Trustees. Advice of the Law Agent, through the Secretary of the Trustees, should be sought if special conditions are required by the contractors.

(See also under heading "Insurance" re Workers' Compensation and Public Risk.)

E2 LOCAL GOVERNMENT ACT

E2.1 Registered and Licensed Halls

All Churches and Church halls come within the scope of the Local Government (Building and Miscellaneous Provisions) and Public Health Acts, but the State Government has delegated authority to Local Councils in dealing with Licensing. Provided Churches and Church Halls are used **only for**

Church purposes, they need not be registered and licensed. However, if the halls are used by outside bodies for educational or other purposes, quite irrespective of whether a charge for admission is received or not, then the hall **must** be registered and licensed. Local Government is progressively registering all public meeting places seating over 100 people.

E2.2 Occupational Health and Safety Requirements

Whether a hall is licensed or not, safety and hygiene requirements as laid down by the regulations must be complied with. This is particularly the case if the hall is used for Sunday School or Kindergarten purposes. The Board of Management is responsible to constantly assess their property to remedy any hazards identified to minimize the risk of accident or injury.

E3 USE OF PROPERTY BY OTHERS

When congregations wish to make property available other than on a casual basis to other Presbyterian congregation and committees, other denominations, schools and other outside bodies, it is necessary to take note of possible difficulties, sometimes of a legal nature, that may arise in such areas as shared use of furniture and fittings; security; insurance (including public risk); local government requirements (such as zoning, rating, fire precautions, necessary structural alterations, parking facilities, public hall licensing provisions etc.); apportionment of such outgoings as water, sewerage, garbage, telephone and power charges; in addition to all the factors inherent in rights and continued use and occupation of its own facilities by the particular congregation. Where exclusive occupation is not intended to be given (ie. in situations where the congregation wishes to retain some use of the premises for its own purposes) a formal license agreement should be entered into. In those cases where exclusive use is to be given to the other party (ie. where the congregation does not require to use the property at all) a formal lease should be arranged. In either case approvals must be sought from and given by the congregation, Presbytery and the Trustees. If required, guidance should be sought from the Secretary of the Trustees.

Any organization leasing the property must have their own Public Liability Insurance.

E4 TEMPORARY VACANCY OF MANSE

Problems can arise in allowing manses to remain unoccupied during vacancies (for example vandalism). Appreciating the desirability of admitting a suitable tenant without delay as well as the fact that time may not permit the customary procedure to be followed (ie. approval by the congregation, Presbytery and Trustees), the Trustees have therefore authorised the Secretary of the Trustees to agree to (and execute the appropriate lease documents for) the letting of a vacant manse up to a period of six months provided the Board of Management and Interim Moderator and/or the Church Extension Committee Convenor so recommend.

The Law Agent has advised the Trustees that he has no objection to a Residential Tenancy Agreement being drawn up and attended to by a local solicitor or Local Real Estate Agent subject to an appropriate recommendation being made to the Secretary of the Trustees who could, if necessary, refer quickly to the Law Agent.

If a long term tenancy is proposed then the normal procedures of the Church need to be followed - ie. approval of the Congregation, Presbytery and the Trustees. This would be the case where the Minister in a Parish decides to reside in his own house and the Board of Management leases the Manse for revenue purposes.

A submission is required for approval from the Board of Management concerned, covering the following:-

Name of Parish

Name of Congregation owning Manse

Address of property to be leased

Full name, occupation and address of prospective tenant

Proposed rental: - \$ per week

Term of lease: Months

To Whom rental is to be paid

Amount of Bond (if any):

Any special conditions: (Payment for power, telephone, etc.)

Preferably to require rent to be paid monthly in advance.

As far as all Presbyterian property is concerned, there is a trust responsibility that falls not only upon the Trustees (the legal owner of all Presbyterian property in Tasmania both real and personal) but also upon the Board of Management. If, therefore, a vacant manse (or other property) is not occupied by a Minister of the Parish, a realistic rental must be obtained from a person qualified in the field of valuation with up to date knowledge of local conditions. It should, of course, be made clear to the Valuer concerned that a particular type of tenant is desirable; that, if the Manse is near the Church, care must be taken to avoid the possibility of rowdiness during times of worship and to avoid unseemly conduct at all times. In addition, it should be emphasised that a short term lease only is involved. In view of such qualifications it could be expected that a somewhat lower rent than might otherwise be chargeable would apply in the case of a vacant Manse. Appropriate allowance for those conditions should be made in the valuation.

The Residential Tenancy Agreement must be drawn up **at the tenant's expense.**

Tenants should not be admitted to occupation of any property until the lease document has been executed by the prospective tenant. The name of the owner and landlord must appear as The Trustees of the Property of the Presbyterian Church of Tasmania. Only those specially authorised by the Trustees may execute leases and other documents on behalf of the Trustees.

Exemption from rating of land belonging to a religious body apply only to such property as is occupied and used in connection with:-

- (i) any church or other building used or occupied for public worship;**
- (ii) any building used or occupied solely as the residence of a minister of religion in connection with any such church or building;**
- (iii) any building used or occupied for the purpose of religious teaching or training.**

Accordingly, Manses and other house property not used or occupied solely as the residence of the local minister or his assistant are rateable and attract both municipal and water rates which should be paid by the Board of Management whose responsibility it is to notify the civil authorities if property is being used otherwise than for the purposes set out above.

E5 NEW BUILDINGS

New building proposals generally originate in a meeting of the Board of Management or a meeting of the Congregation. A Congregational meeting generally resolves to refer the question to the Board of Management for investigation and report. A Board of Management generally appoints a Building Sub-Committee to arrange for the necessary investigations and the preparation of sketch plans by an architect selected by the Board. It must be appreciated that if instructions are given to an architect for sketch plans the Board becomes liable to pay his fees for such plans unless it is specially agreed with the architect that there should be no charge for the work, in which case it is advisable to have confirmation of the arrangement in writing.

In due course the Board would then make a recommendation to the Congregation as to the plan of the building and the method of financing its erection. If, at a Congregational meeting called for the purpose, the sketch plan is approved in principle, the plan is sent to Presbytery for transmission to the Secretary of the Trustees who, in turn, would normally obtain a report thereon from the Consulting Architect to the Trustees, and this report would be sent back to the Board of Management.

When an architect is instructed to prepare sketch plans he should be reminded of the Trustee's requirements that all new buildings must comply with Local Government requirements and have adequate emergency exits and that all exit doors should open outwards, be fitted with panic bolts and give access to a safe and speedy means of evacuation to ground level.

After consideration by the Board of the report of the Consulting Architect Congregational approval must be given to the next steps. The Congregation having approved, the Board, probably through its Building Sub-Committee, would arrange with their architect for the preparation of working drawings and specifications for the purpose of tender. In the absence of a specific agreement to the contrary (which should also be confirmed in writing) the Board is responsible to pay the architect's usual professional charge for such work. In due course the Board will have before it final plans and specifications prepared by their architect and his estimate of the cost, and on this basis it will be in a position to make a recommendation to a properly convened meeting of the Congregation. At this Congregational meeting the Minutes should cover the following points:

- (a) a decision to proceed with the project;
- (b) approval of the plans and specifications;
- (c) approval of the proposals for financing the project; and
- (d) authority for the Board of Management to take necessary steps to obtain approval for the work, to call for tenders, and generally to act so as to give effect to the Congregational decision.

Certified extracts of the Congregational Minutes, together with final plans and specifications and a site plan, should be sent promptly by the Secretary of the Board of Management to the Presbytery for recommendation to the Trustees. So far as practicable documents should be prepared in duplicate to provide copies for both Presbytery and the Trustees. In the case of a Home Mission Station an extra copy must be sent to the Church Extension Committee whose approval thereto is required by the Trustees.

When Presbytery has made a decision the Clerk conveys it to the Trustees through the Secretary by means of a certified extract Minute, together with the working drawings and specifications. The latter are referred by the Secretary to the Consulting Architect who makes his recommendation thereon to the Trustees. No direct reference should be made by the Boards or Congregations to the Honorary Consulting Architect.

E6 INSURANCE

Each Congregation is responsible to ensure that suitable insurance is held for all church property.

The Trustees have arranged a statewide cover for most categories of insurance which reduces the cost of that insurance to each Congregation.

It is vital that the Trustees are advised of any changes in use or of value of property insured.

The following categories of insurance are available.

E6.1 Property Industrial Special Risks Insurance

All Church properties must be insured under replacement, re-instatement and extra cost of re-instatement insurance conditions. Under Reinstatement and Replacement conditions the new building may well be better than the original but it must not be more extensive and it must incorporate any changes that have been made to local building regulations.

In assessing the sum to be insured on buildings, the appointed valuers should give consideration to:-

- (a) Including an amount to cover the cost of removal of debris from the site,
- (b) Architects, surveyors fees etc.,
- (c) The value of stained glass windows and built-in organs,
- (d) The value of building contents to be insured,
- (e) The cost of operating whilst the building is out of action, and
- (f) The cost of replacing valuable records which may have been lost.

As a result of the General Assembly's directives the Trustees have arranged an "Industrial Special Risks" insurance policy which provides a wide range of cover against a large number of risks affecting property of all kinds, including fire, burglary, cash in transit, cash on premises, plate glass and removal of debris.

This policy is renewed each year on the best rates and conditions available following negotiations with our Underwriters.

E6.2 Fire Protection

It is also recommended to Boards that adequate equipment including extinguishers and, in appropriate cases, fire hoses, be installed in the properties under their control.

Smoke detector alarms are recommended for all premises and particularly adjacent to the electrical switch board and kitchen.

The local Fire Brigade will inspect each property and recommend appropriate fire protection measures free of charge.

E6.3 Historic Buildings

Notwithstanding the property insurance policy condition which requires sums insured on each building to be replacement costs, the Trustees have negotiated an agreement with the Underwriters that in certain approved and declared cases the sum insured on buildings may be equated to the cost of a replacement church building of modern design and materials suitable to the congregation for future requirements.

This concession, which is a departure from normal underwriting practice, was arranged to give relief from excessive property insurance costs to the congregations responsible for historic church buildings which have been registered by the Tasmanian Heritage Council, the National Estate or the National Trust of Tasmania.

It is important to emphasize that the insured value should cover either the replacement cost with a new building or the repair of a partially destroyed building. The latter cost may be higher than the total replacement cost with a new building

E6.4 Liability Insurance

This class of insurance may be sub-divided into:-

- (a) General Public Liability
- (b) Products Liability
- (c) Professional Indemnity (including medical malpractice)
- (d) Directors and Officers Liability.

The Trustees hold a General Public Liability policy covering the many activities associated with the Church and the ownership of property. This policy now indemnifies in the sum of \$10 million, Committees, Councils, Boards, Officers and other authorised individuals against their legal liabilities to third parties. Church bodies may increase the amount of indemnity by applying to the Secretary. This class of policy restricts indemnity to legal liability for compensation and costs arising from death or and/or injury to third parties and damage to third party property.

The liability policies under (c) and (d) above are arranged on request to indemnify the Trustees, Boards, Committees and Councils of the Church against specific liability risks to which they are exposed.

The Session or Board of Management must approve of, preferably with such approval minuted, any camps, excursions or activities of Church groups. The insurance cover is only for negligence by the Church or its representative so an appropriate parental approval form is of the form which follows. Accidental injury is the normal responsibility of the person or parent or guardian.

REGISTRATION FORM

The.....(Name of Group)

of the Presbyterian Church of Tasmania propose a Trip/Camp

to be held at.....

on.....

Please provide any medical details which the excursion leaders should know.

Name/s of child/ren.....

.....

.....

Medical details.....

.....

Signed

Date.....

Parent/guardian

Any Queries contact.....

Phone.....

E6.5 Workers Compensation Insurance *704

This class of insurance is compulsory for all employees and all aspects are governed by the Workers' Compensation Act and regulations made there under.

The Minister for Employment has declared that Presbyterian ministers are considered to be employees for the purposes of the Workers Compensation Act.

The approved Fund Managers under the Workers' Compensation Act are authorized by statute to impose penalties for late, inaccurate and / or unaudited returns. It is essential therefore to observe all "deadlines" notified by the Underwriters to avoid inspection and possible penalties.

Declared and estimated wages for Workers Compensation do not include benefits which would be expected to be paid if the employee is off duty on Workers compensation payments. Benefits are picked up by the Ministers PA&I insurance , see below.

E6.6 Voluntary Workers Accident Insurance

This "Master" policy covers voluntary church workers (subject to policy conditions particularly in respect of age limitation - 12 to 75 years - and hazardous work). NB It is not possible to insure against accidental injury to people participating in church arranged excursions, camps or activities.

E6.7 Ministers Personal Accident and Illness Insurance *704

The personal Accident and Illness Policy, which is designed to contribute towards the stipend and allowances in the event of an Ordained Minister's or Home Missionary's incapacity for up to two years, after two weeks inability.

Congregations should consider assisting the minister to take out income protection insurance to provide 75%, or more, of the stipend and allowances (or more) until age 65 after 4 weeks inability.

The appropriate method is for the Board of Management to pay the insurance premium.

E6.8 Motor Vehicle Insurance

These policies are arranged by the Trustees on behalf of authorities responsible for Church owned vehicles or for individual Ministers and Church Officers.

E6.9 Other Insurances

These policies may be arranged from time to time as necessary covering such things as marine risks (transit of property by sea, land or air), contractors all risks and pluvious (rain) insurance for sporting or other functions likely to be affected by rainfall.

E6.10 Theft and Vandalism

Boards of Management should ensure that adequate precautions have been taken to protect Church property from unlawful entry. Board officials should therefore ask themselves the following questions:-

1. Have locks on the external doors been checked by a qualified person to ensure that they are effective, provide protection and are of a type suitable for the particular building and its occupants?
2. Are window locks, limit stops or adequate catches fitted to all windows.?
3. Is a person responsible to ensure that all windows and doors are securely locked after each period of use?
4. In the opinion of a qualified person, is the construction of doors and windows sturdy?

5. Is the key/s always kept remote from the building and not left in the meter box or similar hiding place?
6. If the church building is not in regular use, is it checked routinely for security?
7. Is security lighting installed?
8. Is a time switch operative on some lights?
9. Are all ladders and tools securely locked away?
10. Are shrubs close to buildings cut low to prevent prowlers hiding?
11. Have congregation members been asked to watch for anything unusual when they are passing?
12. Are all lead light and stained glass windows protected by a mesh grille or protective plastic?

A church is inevitably left unattended much of the time making it especially prone to theft and vandalism. It is, therefore, important that all buildings be securely locked when unattended, security lighting maintained and that all members of the congregation be asked to watch for anything unusual when they pass the property.

E6.11 Claims Procedure

Actual and potential claims arising under any insurance policy arranged by the Trustees must be reported promptly to the Secretary of the Trustees or the Underwriter - verbally in the first instance, if practicable, and confirmed in writing.

Early notification of claims is important.

UNDER NO CIRCUMSTANCES IN THE CASE OF ACTUAL OR POTENTIAL LEGAL LIABILITY CLAIMS MUST LIABILITY BE ACCEPTED OR ANY TERMS OF SETTLEMENT DISCUSSED. NON OBSERVANCE OF THIS POLICY CONDITION COULD RESULT IN A CLAIM OR CLAIMS BEING REJECTED BY THE UNDERWRITER.

E7 PURCHASE OF PROPERTY

Basically the procedure to be adopted in all property matters is similar. A decision to acquire land, or land with a building thereon, would require Congregational, Presbytery and Trustees' approval, and in the case of a Home Mission Station, the Church Extension Committee must also approve the purchase. A valuation should be obtained, which document will accompany the Trustees' copy of your submission. This should come from a Licensed Valuer.

Refer to succeeding sections for further details.

E8 SALE OF PROPERTY

Similar conditions to those for the purchase of property apply to the disposal of property (land or land and building). The matter of a valuation from a Licensed Valuer is equally important when dealing with the disposition of property. Real Estate agents are often Licensed Valuers.

The Trustees do not approve the sale of assets to meet current expenditure, such as renovations, repairs and painting, but the interest on Congregations' capital funds held may be used for these purposes.

The Trustees hold the net proceeds of sale of property for capital purposes only, and the Trustees will readily approve the release of this type of capital to finance the erection of new buildings within

the Charge. This would be subject to such projects being approved by the Congregation and Presbytery. Refer to succeeding sections for further details.

E9 LAW AGENT - SALE / PURCHASE OF PROPERTY

The Code of the Presbyterian Church of Tasmania provides that:-

The Law Agent is the Solicitor for the Church, including the Trustees of the Property of the Presbyterian Church of Tasmania, and all courts, boards, committees, congregations, bodies and institutions within the Church. He is entitled to charge normal professional fees for preparing and examining deeds leases and documents, investigating titles, conducting conveyancing and other transactions, and for conducting, prosecuting and defending all petitions, actions and suits.

All Solicitor's legal work of the Church shall be carried out by the Law Agent but with the provision that, with the consent of the Board of Investment and Finance, the Law Agent may authorize specified legal work to be carried out by another solicitor.

In order to avoid confusion it is essential that **ONLY THE SECRETARY** (or if unable to act, another person nominated by the Board of Management to do so) conduct correspondence and any conversation of an **URGENT NATURE** with the Law Agent. **NO OTHER PERSON SHALL DO SO.**

If an up-to-date Certificate of Survey is not available it will be necessary for the Law Agent to obtain such a Certificate at the cost of the Board of Management prior to contracts being exchanged. This will take time to obtain and due allowance must be made for any delay.

It will also be the responsibility of the Board of Management concerned to ensure that a proper legal description of the **property to be purchased** will be provided to the Law Agent and to the Secretary of the Trustees and to ensure that the property to be purchased is, in fact, the property covered by the legal description.

It will be necessary for the Board of Management to ensure that the **land intended for sale** is, in fact, the land covered by the relevant Certificate of Title and by the proper legal description of the subject land which should be provided to the Law Agent and to the Secretary of the Trustees.

It will be necessary for the Board of Management to arrange for the amount of the **DEPOSIT** to be paid to the Law Agent or as he directs if it has not already been paid to the Real Estate Agent concerned. If the deposit has been paid to an Agent, evidence of that payment and the amount thereof should be forwarded to the Law Agent. The Board of Management has the responsibility to assemble the purchase money and to make it available to the Law Agent in good time prior to settlement.

The Vendor or Purchaser should be advised of the name and address of the Law Agent:-

Mr. A. Bain
Douglas and Collins, Barristers & Solicitors
9 –13 George St
Launceston
TAS. 7250
Phone 03 6332 3400
Fax 03 6332 3499

The Vendor or Purchaser should be advised, for the information of his Solicitor, that the name and address of the Trustees is:-

The Trustees of the Property of the Presbyterian Church of Tasmania

a Body Corporate of 188 Macquarie St. Hobart 7000

The Contract for Sale and other documents **MUST NOT BE SIGNED LOCALLY** as there is no authority to do so. All documents must be certified as correct by the Law Agent prior to execution by or on behalf of the Trustees.

It is essential that adequate time be allowed for all legal requirements including the obtaining of Certificates to run their normal course prior to settlement.

If there is any further information required by the Board of Management please do not hesitate to contact the Secretary of the Trustees. Under normal circumstances, however, the transaction should proceed without further action on the Secretary's part.

In addition you should advise the Trustees when properties have been purchased or sold so that insurance cover can be arranged or cancelled.

A DETAILED DOCUMENT SHOULD BE COMPLETED AND SENT TO THE LAW AGENT AS SOON AS POSSIBLE. A sample is included in this Manual.

E10 PURCHASE PRO FORMA - INSTRUCTIONS TO LAW AGENT

PURCHASE OF PROPERTY

AGREED PURCHASE PRICE - \$.....

The following Instruction form should be completed by the Secretary and forwarded without delay to the Law Agent.

Mr. A. Bain
Douglas and Collins, Barristers & Solicitors
9 –13 George St Phone 03 6332 3400
Launceston Fax 03 6332 3499
TAS. 7250

Please note that until THE TRUSTEES APPROVAL has been given the purchase CANNOT proceed.

- (1) **NAME OF PARISH** **CONGREGATION**
- (2) **FULL DESCRIPTION AND ADDRESS OF PROPERTY BEING PURCHASED**
(Identification sketch should be enclosed if possible)
- (3) **NAME ADDRESS PHONE NUMBER** of person with whom the Law Agent corresponds.
To avoid confusion **NO OTHER PERSON** should communicate with the Law Agent.
- (4) **NAME AND ADDRESS OF VENDOR**
- (5) **NAME AND ADDRESS OF SOLICITOR ACTING FOR VENDOR**
- (6) **PLEASE FURNISH TEXT OF CONGREGATION, PRESBYTERY AND TRUSTEE APPROVAL**
- (7) **NAME AND ADDRESS OF ESTATE AGENT**
- (8) **AMOUNT OF DEPOSIT**
TO WHOM PAID?
Has any preliminary deposit been paid? Please provide details.
- (9) **ARE ANY ITEMS** of furniture and furnishing in the purchase? If so, what?
- (10) **ARE THERE ANY SPECIAL CONDITIONS** affecting the purchase? If so, what?

(11) **IS THERE ANY OTHER MATTER** affecting the purchase such as fencing disputes, resumptions, etc? If so, what?

(12) **PLEASE FURNISH PARTICULARS OF FINANCIAL ARRANGEMENTS**

- (a) How is purchase to be financed?
- (b) If by bank or other source outside the Church:-
 - (i) Name of lending body
 - (ii) Address/name/phone number of person to contact
 - (iii) Amount of loan
 - (iv) Type of security. Arrangements should be made locally to provide the lender with all necessary information to enable the security document to be completed in the name of The Trustees of the Property of the Presbyterian Church of Tasmania.
- (c) Please furnish lender with the name and address of the Law Agent and request that he receive a list of the lender's requirements at an early opportunity.

(13) **BALANCE OF PURCHASE MONEY** The Board of Management is responsible to obtain the balance of purchase money and to ensure that it is available to the Law Agent prior to completion of the purchase.

If funds are presently on investment, authorities should be given **IMMEDIATELY** to ensure their availability. If funds are to be provided from central church sources, it is the responsibility of the Parish **NOT** the Law Agent to make necessary arrangements to release the funds for the deposit and/or settlement. Please keep the Law Agent informed of any changes, difficulty of delay.

(14) **INSURANCE** Please contact the Trustees **AS SOON AS POSSIBLE** and, if applicable, ensure that the insurance requirements of the lending body are met. If a copy of the policy is required by the lender, make this clear to the Trustees. **Insurance must be arranged prior to the exchange of contracts.** Please confirm with the Law Agent.

(15) **WHEN IS COMPLETION DESIRED?** (Due allowance must be made for all legal requirements to run their proper course. When Old System Titles, consolidations or sub divisions are involved, due allowance must be made for the additional time required.)

Date.....

Hon. Secretary,

Board of Management

E11 SALE PRO FORMA - INSTRUCTIONS TO LAW AGENT

SALE OF PROPERTY

AGREED SALE PRICE - \$.....

The following Instruction form should be completed by the Secretary and forwarded without delay to the Law Agent.

Mr. A. Bain
Douglas and Collins, Barristers & Solicitors
9 –13 George St Phone 03 6332 3400
Launceston Fax 03 6332 3499
TAS. 7250

Please note that until THE TRUSTEES APPROVAL has been given the sale CANNOT proceed.

(1) NAME OF PARISH CONGREGATION

(2) FULL DESCRIPTION AND ADDRESS OF PROPERTY BEING SOLD

(Identification sketch should be enclosed if possible)

(3) NAME ADDRESS PHONE NUMBER of person with whom the Law Agent corresponds.

To avoid confusion **NO OTHER PERSON** should communicate with the Law Agent.

(4) NAME AND ADDRESS OF PURCHASER

(5) NAME AND ADDRESS OF SOLICITOR ACTING FOR PURCHASER

(6) PLEASE FURNISH TEXT OF CONGREGATION, PRESBYTERY AND TRUSTEE APPROVAL

(7) NAME AND ADDRESS OF ESTATE AGENT

(8) AMOUNT OF DEPOSIT

TO WHOM PAID?

(9) ARE ANY ITEMS of furniture and furnishing in the sale? If so, what?

(10) ARE THERE ANY SPECIAL CONDITIONS affecting the sale? If so, what?

(11) IS THERE ANY OTHER MATTER affecting the sale such as fencing disputes, resumptions, etc? If so, what?

(12) PLEASE FURNISH PARTICULARS OF RATES and any other outgoings.

(13) IS THERE A SURVEY REPORT of the property in existence? If not, either the Board of Management shall obtain a survey or a survey will be ordered by the Law Agent at the cost of the Board of Management.

(14) WHEN IS COMPLETION DESIRED? (Kindly allow time for all legal requirements to follow their normal course. Where Old System Titles, consolidations or sub divisions are involved due allowance must be made for the additional time required).

(15) ARE LEGAL COSTS to be deducted from the proceeds of the sale. If not an account will be rendered to the Board after completion.

(16) INSURANCE After settlement of the sale is effected the Board should contact the TRUSTEES to arrange for the cancellation of any insurance cover.

Date.....

Hon. Secretary, **Board of Management**