SHARING CHURCH BUILDINGS

BUILDINGS SUBJECT TO A SHARING AGREEMENT RESPONSIBILITY FOR REGULAR INSPECTION

Guidance Note from the Group for Local Unity to County Ecumenical Officers: February 1995

It has been pointed out that "Under the Same Roof" does not stress adequately the need for clarity over **who** is responsible for regular thoroughgoing inspection of a building to which a Sharing Agreement applies, though the matter is alluded to on p.23.

Cases have arisen where a shared building has not been thoroughly inspected **before** the Agreement was entered into, and a subsequent inspection has revealed serious defects which will be very expensive to rectify, knowledge of which might well have prevented the "guest" church from pursuing the idea of sharing the building. **It is up to prospective partners to satisfy themselves at the outset as to the physical state of the building they are proposing to share.**

Where a shared building is in the ownership of one particular denomination that Church's rules on inspection will apply as well as on alterations/extensions. Partner denominations still need to be consulted where capital money needs to be raised and where loans or grants are being sought.

Where a building is in joint ownership, it is the responsibility of the Managing Trustees (usually the Joint Council) to negotiate with the custodian Trustee a system of regular inspection. One of the partner denominations **or** some equally rigorous system should be followed since capital money from at least two denominations is at stake. The proportion of capital money contributed in the first place may reasonably influence the decision.

NB. 3(5) of the Sharing of Church Buildings Act 1969 makes it clear that where there is joint ownership "the responsibility of the trustees for the management of the building shall be in place of responsibility of the authorities of the sharing Churches as respects that building, including responsibility under any statutory or other legal provisions."

It would seem that this means that a jointly owned church which became "listed" as of special architectural or historic interest would not automatically be able to claim ecclesiastical exemption under the umbrella of one of the parent churches.

Clarification is being sought on this. Would the parent churches who enjoy ecclesiastical exemption be prepared to offer themselves as an umbrella? It may not seem likely that any of the "new town" or "greenfield site" jointly owned churches will be listed in the near future, but stranger things have happened!

If a jointly owned building becomes "listed" as of architectural or historic interest a case can be made that the denomination whose inspection procedures are being followed should become the one through whom ecclesiastical exemption can be claimed and whose procedures will be applied.