

# **The Church of England**

## **Pensions Board**



## **Shared Ownership Scheme**

### **Occupants' Handbook**

(Occupation under a 90 years' Lease)

**The Church of England Pensions Board  
29 Great Smith Street, London, SW1P 3PS**

**Switchboard: 020 7898 1800      Fax: 020 7898 1801**

**Registered Charity No. 236627**

**Website: [www.cofe.anglican.org/about/cepb/housing](http://www.cofe.anglican.org/about/cepb/housing)**

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## **OCCUPATION OF THE PROPERTY**

### **Lease Agreement**

The Church of England Pensions Board (CEPB) buys your retirement property and you purchase a share in the property from your own personal resources, such as: the lump sum from your retirement pension and/or proceeds from investments and savings. The CEPB will own the Freehold or the Leasehold, but you and the CEPB share in the equity of the property. For example, if a property costs £200,000 and you contribute £60,000 towards the purchase price, the equity share between you and the CEPB will be 30%:70% (i.e. £60,000 : £140,000).

The CEPB will grant you a 90 years lease to occupy the proportion of the property which it owns. You will pay rent and various service charges to the CEPB to occupy the part of the property which it owns.

The lease is the legal contract between you (the lessee or leaseholder) and the CEPB (the lessor or landlord). It clearly identifies your rights and responsibilities as the occupier of the property and those of the CEPB as the landlord. You will be required to adhere to the clauses contained in the lease. Any breach of such clauses will jeopardise your right to remain in the property.

### **Assignment of lease / Lodgers and Sub-letting - Not Permitted**

The lease that the CEPB grants you to occupy the property is non-assignable.

However, should you purchase the property at 62 years of age prior to retirement, the Board will agree to make a provision for you to let the property through agents on an Assured Shorthold Tenancy until you retire.

When you retire, you will be expected to occupy the property as your retirement accommodation and will not be permitted to allow lodgers or to sub-let the property.

Any evidence to suggest that this is the case may place your Lease Agreement at risk.

## **Payment of Rent and Service Charges**

You will be required to pay these monthly to the CEPB under the terms of the lease. Where possible, they will be deducted direct from your Church Pension. Alternatively they may be paid by direct debit from your bank or building society account.

## **Rent Arrears**

If you have difficulty in paying your rent, or any other charge incurred under the terms of the lease, you should contact the CEPB immediately at:

**The Church of England Pensions Board  
Shared Ownership Scheme  
6<sup>th</sup> Floor  
29 Great Smith Street  
Westminster  
London  
SW1P 3PS**

**Switchboard: 020 7898 1800**

Every attempt will be made to establish a suitable programme to pay any arrears that have accrued by taking into account the particular circumstances of each individual case.

**PLEASE NOTE:** in cases where arrears are excessive, and no attempt has been made to clear the debt, the CEPB is entitled to take legal action and your occupation of the property will become “at risk”.

## **If you have an existing property under the CHARM Scheme .....**

Due to the limited financial resources available to the CEPB, funds under the Shared Ownership Scheme are primarily allocated to assist clergy to share in the equity of their first retirement property.

Should you require further assistance to move to your second retirement property, you are required to write to the CEPB and detail the reason(s) why you want to move.

Each written request is considered on its own merits.

## **YOUR SHARE IN THE PROPERTY**

This “Occupant’s Handbook” outlines various matters relating to your occupation of the part of your retirement property owned by the CEPB. However, before outlining the finer points of this relationship in the following pages, it is important to detail here **two aspects** relating to your equity share in the property which you will occupy in retirement.

### **1: You are unable to use your share to raise capital**

**PLEASE NOTE: You should not enter into any financial arrangement with a third party that affects your share, or commit the share of your retirement property owned by the CEPB in any way. This includes Equity Release and Home Reversion Plans.**

**Instead, you are encouraged to contact the CEPB as soon as possible should personal circumstances have an adverse effect on your finances. This will enable the CEPB to investigate ways of assisting you (please refer to page 8).**

### **2: Increasing your share**

Your initial share in the property is determined by the amount you contribute towards the open market value of the property when it is purchased. This will represent a minimum of 25% of the purchase price.

You can purchase an additional equity share in your retirement property at any time. This process is called “**staircasing**” and is restricted only by your ability to contribute the additional capital in order to own a larger personal share in the property.

The minimum additional share that you can purchase is 10% of the prevailing open market value of the property. Subject to the property being in a good condition, the CEPB will require the market value to be determined by two valuations, the cost of which will be borne by you. One must be undertaken by someone who is qualified by the Royal Institute of Chartered Surveyors to undertake the valuation, and the other valuation must be undertaken by someone who is an NAEA agent. The market value price will also need to be agreed with the Church Commissioners - if the latter assisted the CEPB to fund the original acquisition of the property.

## **HOUSING BENEFIT and COUNCIL TAX BENEFIT**

### **Housing Benefit**

Eligibility for Housing Benefit depends on your level of income and the amount of capital at your disposal. You can claim Housing Benefit if you are liable to pay rent for the accommodation “normally occupied” by you and your family (i.e. wife, husband, civil partner or children).

As from the 1<sup>st</sup> October 2007, Housing Benefit became payable on any Shared Ownership rent and certain eligible service charges, having been previously restricted to Shared Ownership schemes run by Local Authorities or Housing Associations.

Although you will use some of your personal capital to purchase a part equity share in your retirement property, you may be able to claim Housing Benefit in respect to the part of the property owned by the CEPB for which you pay a rent and service charges.

### **Council Tax Benefit**

As with Housing Benefit, the amount of Council Tax benefit you get will depend on the amount of your income and savings.

You will qualify for a discount of 25% off your Council Tax bill if you live alone and any Council Tax Benefit that you receive will be worked out taking into account this discount.

If you or someone living with you is disabled, you may be able to claim a reduction in the amount you pay.

### **Restrictions on your capital when applying for Housing Benefit and Council Tax Benefit**

If you are aged 60 or over and receive the guaranteed part of Pension Credit, you will get full help with the payment of your rent and Council Tax, and no savings limit is imposed.

However, if you are aged 60 or over and not receiving the Pension Credit guarantee (i.e. you receive only the savings part of Pension Credit, or no pension credit at all) the following saving limits will apply:

(a) Savings up to £10,000 will be ignored – you can have up to this amount in savings without it affecting your benefit as from November 2009. Previously, this exemption threshold was £6,000.

(b) Savings above £10,000 will affect the amount of Housing Benefit, Council Tax Benefit and Pension Credit (see page 26 regarding the latter) you receive. If you are 60 or over, every £500 (or part of £500) over £10,000 is assumed to produce £1 of income per week.

For example, if you have £12,200 in savings (i.e. £2,200 above £10,000) this will generate an assumed weekly income of £5, which will be included in your income assessment when calculating your benefit.

**(c) You cannot receive Housing Benefit or Council Tax Benefit at all if you have more than £16,000 in savings.**  
(There is no upper savings limit for Pension Credit).

### **Contact your local authority**

If you feel that you may be entitled to financial assistance, you should contact your local authority for claim forms for Housing Benefit and Council Tax Benefit.

### **Undertake a welfare benefits check**

You can seek advice from your local advice agency, such as Age Concern, Help the Aged or Citizen Advice Bureau, who will be able to assess your personal circumstances in order to maximise your benefits entitlement in retirement.

To contact **Age Concern** for details of the nearest branch to you, phone (free call): **0800 00 99 66**.

To find the nearest **Citizens Advice Bureau**, ask at your local library or look in the phone book.

You can also contact **Help the Aged** on **020 7278 1114**.

## **LEGAL OBLIGATIONS UNDER THE TERMS OF THE LEASE**

### **PLEASE NOTE:**

**Should you experience financial difficulties in meeting either your rent and/or service charges to maintain your property in good repair, please be encouraged to contact staff at the CEPB Housing Department.**

**Whilst we are prohibited from offering financial advice, we would be able to direct you to sources of professional independent financial advice and information about how to maximise your benefits (please refer to Appendix C on pages 31 to 32).**

**We would also be able to consider whether there are any ways in which the CEPB may help.**

### **Your obligations**

You will be required:

- (a) to pay the rent and service charges;
- (b) to pay all outgoings on the property, such as: council tax, water charges, gas, electricity and home contents insurance;
- (c) not to carry out alterations without our express consent;
- (d) not to let (i.e. rent out) the property, or part of the property with possession of it, at any time;
- (e) to occupy the property for your own use, as a private residence, and for no other purpose;
- (f) not to assign the lease to anyone else.

### **Our obligations**

The lease will require the CEPB, as the landlord:

- (a) to maintain and keep in good repair the structure of the building and external areas, such as boundary walls, drives and paths;
- (b) to insure the physical structure of your retirement property.

**PLEASE NOTE: the above is offered as an example. You should consult your lease to determine the full extent of your rights and obligations.**

If you do not keep to your legal obligations, you will be considered as “breaching the lease”. Should this occur, the CEPB can take legal action against you to compel you to keep to your legal obligations.

If you continue to breach your lease, the CEPB can apply to the County Court to have your lease “forfeited” (i.e. cancelled). This means that we will take possession of your home and you will be required to vacate it.

## **RENT AND OTHER PAYMENTS (FREEHOLD PROPERTIES)**

Where a **freehold house, maisonette or bungalow** is purchased as a retirement property, you will be required to make the following payments on a monthly basis under the terms of the 90 years lease granted by the CEPB for you to occupy the property:

- (a) Core Rent.
- (b) A contribution towards the servicing, maintenance and repair of the: gas boiler, whole central heating system, drains, plumbing and fixed electrical wiring system. Also included is your annual gas safety certificate.
- (c) A Maintenance Service Charge for any other item not falling within the broad remit of (b) above.
- (d) A Cyclical Fund contribution.
- (e) A contribution towards legal and surveyor fees.
- (f) A Sinking Fund contribution.
- (g) A Building Insurance premium.

Any rent or other outgoings detailed above will fall due on the last day of each month and will, therefore, relate to the month in which it falls due. The total amount payable will be collected by direct debit from your bank or building society account or from your church pension.

All the payments required under the terms of the lease will be reviewed annually, and any adjustments will be implemented on the 1<sup>st</sup> April. You will be given a minimum of four weeks (i.e. 30 days) notice, by letter, of any adjustment applicable to your retirement property.

### **A: Core Rent**

This relates to the proportion of your retirement property owned by the CEPB. The amount that is payable will reduce in line with the share in the property that you own. Therefore, the amount of core rent that you will pay will depend upon:

- the amount of capital you contribute, initially, in relation to the purchase price or your retirement property; and

- any additional share you consequently purchase, with reference to the prevailing open market value of your retirement property.

An interest rate of 4% is levied in the first year on the funds provided by the CEPB to purchase your retirement property, in order to calculate the amount of rent that you pay. The interest rate (and, therefore, your rent) will increase for the first time on the 1<sup>st</sup> April following the purchase of your retirement property in line with any increase in the Retail Price Index and annual clergy pension increase. Further increases will be made on the 1<sup>st</sup> April annually, on the same basis.

The only exception to the above is if you complete a Shared Ownership Scheme purchase on or after the 1<sup>st</sup> March in any year. Where this occurs, any increase will be implemented in April following the year of purchase.

**PLEASE NOTE:** all other payments made under the terms of the lease depend on the cost required to maintain, repair and service the property to an acceptable standard. These payments are discussed below.

**B: Gas boiler, central heating, plumbing, drains and fixed electrical wiring servicing and maintenance (and annual gas safety certificate)**

You will be required to pay contributions for a British Gas Property Care Plus agreement for the servicing and repair of the above items in your retirement property, and the annual gas safety certificate. You can add other gas appliances (e.g. a gas cooker) for an additional cost for each appliance that is covered.

British Gas Property Care Plus is a 24 hours a day / 7 days a week responsive call-out service, which aims to keep the essential systems in your home in full working order by providing you with repairs and replacement parts. Refer to Appendix C, item 3. on page 31 and to the Customer Survey Feedback Form on page 33.

**C: Maintenance Service Charge**

This is levied to pay for the “running costs” of the repairs and maintenance of your retirement property which are not covered by B: above. The contribution for your property will be set at a level to ensure that sufficient money is set aside to meet the full costs of these expenses.

However, should major unforeseen expenditure be required in any one year, over and above the amount of money available in the Service Charge Fund relating to your property, we would have to adjust the amount of service charge levied in the following financial year.

### **D: Cyclical Fund**

Contributions will be placed in a Cyclical Fund, to ensure that sufficient money is set aside to meet the full costs of redecorating the outside of your property every 5 years. These contributions will be held in trust on your behalf in an interest-bearing bank account. Any interest earned will be added back into the fund.

### **E: Legal and Surveyor Fees Fund**

Contributions will be used to offset or mitigate the cost of these fees for the purposes of the quinquennial (five-yearly) inspections. This fund will also be used to pay for any inspection that may be required during the course of your occupancy in relation to a major item of repair.

### **F: Sinking Fund**

Contributions to this fund are used to help maintain the value of your retirement property as an asset, and are necessary to meet the costs of major repairs, renewals and improvements.

As applies in the case of the Cyclical Fund, contributions towards the Sinking Fund are held in trust on your behalf and placed in a (separate) interest-bearing account, with any interest earned being retained in the account.

### **G: Building Insurance Fund**

The CEPB will insure the physical structure of your retirement property, made up of bricks and mortar, under the terms of the lease.

The building insurance policy will cover:

- damage that may occur to the property due to a storm or accidental damage;
- the cost of rebuilding or reinstating the building if there was a major fire or other catastrophe; and

- the cost of comparable temporary accommodation if your home becomes uninhabitable because of loss or damage.

As with all insurance policies, there is an excess (i.e. the first part of any claim that the policyholder must meet) payable. **Applicants can choose one of three excess amounts** (£100, £250 or £500) for their building insurance policy. In general terms, a higher excess will result in a lower premium to reflect an applicant's increased willingness to bear the first part of a claim.

The premium is paid through the monthly "Building Insurance" service charge.

Should a claim arise, you will be required to pay the amount of excess which you have selected for your policy direct to the Board. The remaining balance of your claim will be reimbursed to the Board by the Ecclesiastical Insurance Group.

**If you wish to make a claim under your building insurance policy, you should contact the Ecclesiastical Insurance Group Claims Enquiry Line immediately on: 01452 528 533. This service is available 24 hours a day / 7 days a week. You should also inform the CEPB that you have made a claim.**

If you intend to leave your retirement property unoccupied for more than 60 (sixty) days, you should notify the Ecclesiastical Insurance Group and the CEPB in writing.

Special conditions will apply if the property is sub-let prior to retirement and it is to be left continuously unoccupied for more than 60 days. Once again, you should notify the Ecclesiastical Insurance Group and the CEPB in writing.

**PLEASE NOTE: you are encouraged to insure the contents of your property. You are, therefore, advised to arrange your own contents insurance to cover such personal belongings as: carpets, furniture, electrical goods etc.**

## **RENT AND OTHER PAYMENTS (HOUSES, MAISONETTES AND BUNGALOWS ON A LONG LEASE)**

Where you consider buying a retirement property on a long lease, you will be required to pay a ground rent to the freeholder, which is usually for a nominal amount.

You will incur the same charge structure to occupy your retirement property owned by the CEPB, as applies to freehold properties detailed previously. However, you should note that:

- (a) the lease relating to the purchase of the property will be required to have at least 90 years remaining when the property is purchased and permit under letting; and
- (b) the CEPB will issue a long lease for you to occupy the part of the property which you do not own for a period of 90 years.

## **RENT AND OTHER PAYMENTS (LEASEHOLD FLATS)**

If a flat is purchased, it is likely that there will be a management agreement in existence that requires various service charges to be paid.

In this situation, the CEPB will review the payments you make to ensure that the payment of service charges is not duplicated. Where a service charge already exists under the terms of the management agreement relating to your leasehold property, the CEPB will not levy a similar charge.

However, all other conditions relating to the purchase of a leasehold property will still apply, which require:

- (a) The lease relating to the purchase of the property to have an unexpired term of at least 90 years at the point of purchase and to permit under letting.
- (b) The CEPB to issue a Long Lease for 90 years for you to occupy the property.

## REPORTING REPAIRS UNDER THE “BRITISH GAS PROPERTY CARE PLUS” SCHEME

This 24 hours / 7 days a week responsive maintenance and repairs service is available 365 days a year – all you need to do is to make a telephone call to the British Gas service centre on: **0845 9500 400**.

The service covers unlimited call-outs to maintain, repair and service: your boiler, central heating system, plumbing, drains and fixed electrical wiring system. It includes the cost of parts and labour and a yearly Safety and Maintenance Inspection. The following is a brief summary of what is covered:

(a) Gas Boiler\* and controls – unlimited call-outs to maintain, repair and service your:

- gas boiler;
- gas warm air unit;
- pump;
- programmer;
- timers and associated electrical temperature controls.

(b) Central heating :

- repair and maintenance of your whole central heating system to include: radiators and valves, pipe work, hot water cylinders, tanks , immersion heaters ;
- in addition to your boiler, you will also get an annual Safety and Maintenance Inspection of your whole central heating system.

(c) Plumbing and drains:

- repair and maintenance to plumbing inside your home – including: hot and cold water pipes, cold water storage tanks, overflows, ball valves and toilet siphons;
- repairs and maintenance to unblock pipes and drains (up to £1,000 including VAT for each repair);
- pipes that burst as result of cold weather;
- washing machine and dishwasher hot and cold flexible pipes (as long as they have been installed to the manufacturer’s instructions;

- in addition to your boiler and central heating, you will also get an annual Safety and Maintenance Inspection that will check for leaks on your internal pipe work, valves and hot water cylinder each year.

(d) Electrics:

- repairs and maintenance to your: fixed electrical wiring system, fuse boxes, light switches and fixtures, wall sockets, circuit breakers and transformers inside your home and attached outbuildings;
- a maintenance inspection of your electrical fixtures once in every two years the agreement is in place ;
- priority response when you have a total loss of power or lighting; and
- repairs to all gas supply pipe work inside your home, between your meter and any appliances.

(e) Annual gas safety certificate.

**\* PLEASE NOTE:**

**You have the option of including additional gas appliances to the British Gas Property Care Plus contract for an additional annual fee. The fee is levied for each appliance that is added.**

## **REPORTING REPAIRS (NOT COVERED BY THE “BRITISH GAS PROPERTY CARE PLUS” SCHEME)**

Your retirement property is, first and foremost, where you will reside. It is also a valuable asset, part of which you own and the majority of which is owned by the CEPB. You can exercise your right to purchase an additional share at any time, subject to you being able to afford to do so.

It is, therefore, in everyone’s interest for your retirement property to be well maintained and for:

- (a) the CEPB to introduce an effective and responsive repairs service; and
- (b) for you to report any repairs needed to your property as soon as you identify them.

### **Reporting repairs**

**This section relates to any repair that is not covered by the British Gas Property Care Plus agreement.** You are required to keep the property in a clean, tidy and safe condition. Where an item needing repair is identified, you should notify the CEPB immediately, so that the CEPB or its agent can arrange for remedial action to be taken. You should also take reasonable precautions to prevent the situation from getting worse until the repair is undertaken.

### **Repair categories**

In order to deal with all repairs as quickly and effectively as possible, and to keep costs down, the CEPB or its agent will respond to a repair and make it safe according to the following categories/timescales:

- (a) **Emergencies** – within 24 hours. If the repair costs £250 or less to make good, you can pay for the work to be undertaken, and the CEPB will reimburse you on production of the receipts.
- (b) **Urgent** – within 10 working days.
- (c) **Routine** – within 30 working days.

## **Emergency Repairs**

An emergency repair is something that could cause an immediate hazard or danger to your health, safety or security.

Examples include:

- Burst pipe or water main.
- Major flooding.
- Major storm damage.
- Serious criminal damage or vandalism.
- Severe roof damage.
- Major structural damage.
- Serious fire damage.

## **Urgent Repairs**

An urgent repair is something which causes either of the following if not dealt with promptly: (a) the loss of a facility, (b) a hazard or (c) becomes a major inconvenience.

Examples include:

- Minor storm damage.
- Major criminal damage or vandalism.
- Fire damage.

## **Routine Repairs**

A routine repair is something that can be left for a while without causing you too much of a disturbance or inconvenience.

Examples include:

- Minor domestic repairs.
- Minor criminal damage or vandalism.
- Minor roof repairs.

## **Allowing access to your property**

You are required to permit access to your retirement property to permit:

- (a) Contractors to undertake repair works.
- (b) Inspections to be undertaken as part of the repairs work or in connection with the annual gas safety check to your property.

Arrangements for the above will be made in consultation with you, and with your prior agreement.

You should always request proof of identification before allowing anyone access into your premises.

## YOUR RESPONSIBILITY FOR CERTAIN MINOR TASKS

You will be personally responsible for the following:

- Replacing plugs and chains in baths, basins and sinks.
- Getting into your home if you are locked out.
- Replacing locks when keys are lost, stolen or left inside.
- Replacing light bulbs, fluorescent tubes and starters.
- Fuses in appliances.
- Making good any damage caused by you, your family or visitors.
- Repairing and maintaining your own fixtures and appliances.
- Replacing shelves, curtain rails, roller blinds, coat hooks, pelmets and mirrors.
- Adjusting doors after fitting new carpets.
- Resetting trip switches.
- Provision of carpets and curtains.

### **Dealing with minor repairs that are your responsibility and emergency repairs under £250.00**

You are advised to contact either of the following voluntary organisations, who may be able to advise you on tradesmen in your area:

- (a) **Age Concern** (freecall) on **0800 009966**.
- (b) **Help the Aged** on **020 7278 1114**.

## **CEPB's RESPONSIBILITY TO UNDERTAKE PERIODIC PROGRAMMED REPAIRS UNDER THE TERMS OF THE LEASE**

The CEPB is responsible for repairing and maintaining the physical structure and external parts of your retirement property. This includes:

- Roofs, drains, gutters and external pipes.
- Walls, floors, ceilings and skirting.
- Doors, door frames and door hinges.
- Windows, frames, cills, catches and cords.
- Electrical wiring, sockets and switches, and main fuse.
- Gas pipes, water pipes and water heaters.
- Central heating installation and any gas fires we install.
- Chimneys, chimney stacks and flues.
- Principal paths, steps or other means of access.
- Garages and stores that are part of your home.
- All walls and fences which are either owned or separate the property or land from public rights of way.

This responsibility is also extended to certain fixtures and fittings which are not listed as your responsibility, such as:

- Baths, basins, sinks toilets and waste pipes.
- Kitchen cupboards and work surfaces.

### **How is the need for programmed repairs monitored?**

Through quinquennial (i.e. five yearly) inspections of your retirement property.

The CEPB will ask its surveyor to undertake an inspection of the property on a five yearly basis and report on:

- (a) its condition;
- (b) its cleanliness; and
- (c) your ability to cope with the property.

**PLEASE NOTE: you will receive a copy of this report.**

The surveyor may make recommendations as to works required and will be asked to present a programme of works which will be prioritised.

We will assess the costs of the works against the funds available in both the Cyclical Fund and the Sinking Fund for the property. We will then notify you of the proposed planned works and agree an appropriate timetable with you for the works to be completed.

**How are programmed works financed?**

Basically, through the accrual of the following funds, which you contribute to on a monthly basis as part of your overall service charge:

- (a) The Cyclical Fund: used to redecorate the outside of your property every five years.
- (b) The Sinking Fund: used to help meet (or at least mitigate a great part) of the costs of major repairs, renewals and improvements every five years.
- (c) The Legal and Surveyor Fees Fund: used to pay the surveyor.

## SALE OF YOUR RETIREMENT PROPERTY

This situation will arise:

- (a) If you decide to move, and reside in an alternative retirement property – possibly to “downsize” into a smaller Shared Ownership property or to occupy a property in the Rental Scheme or Supported Housing Scheme.
- (b) On your death, if you are the sole occupant of the property.
- (c) On the death of your surviving widow, widower or civil partner.

CEPB’s share in the property, based on two open market valuations paid by you to determine the sale price, will become payable. Following receipt of the two open market valuations, agreement must be reached with the Church Commissioners as to what price the property is to be marketed at. The proceeds from sale will be distributed according to the share owned by you and the CEPB respectively.

If you:

- (a) Sell the property in your lifetime, your share from the sale proceeds will be paid to you.
- (b) Are the sole occupant and die, your share will vest into your estate and will be distributed either according to the terms of your will, or according to the laws of Intestacy where you die without leaving a will.
- (c) Die and leave a surviving widow, widower or civil partner, payment will be made direct to the latter if the sale is made during their lifetime, or to their estate on their death, should they remain in occupation of the property

It is expected that, over the medium to long-term, the amount you receive from the sale proceeds will exceed the original capital you contributed to purchase your share.

**However, in the event that the open market valuation of your retirement property depreciates to the extent that it**

**represents a loss, the CEPB and you (or your estate) will bear the loss in proportion to your equity share in the property.**

### **Sinking Fund and Cyclical Fund**

If these funds have a surplus balance at the point of sale, we will determine whether or not the property requires work to be undertaken so that the property can achieve a competitive market price when sold.

Should there not be a need to utilise the money for this purpose or if surplus funds still remain once the work is undertaken, any surplus balance on either fund will be reimbursed to:

- (a) You on completion of the sale of the property in your lifetime.
- (b) Your estate, on your death, if you are the sole occupant of the property.
- (c) Your surviving widow, widower or civil partner should either survive you and they wish to sell the property during their lifetime.
- (d) The estate of the person referred to in (e) on their death, if they remain in occupation of the property.

**IF YOU DECIDE TO SELL YOUR PROPERTY, YOU SHOULD NOTIFY THE PENSIONS BOARD IN WRITING. UP-TO-DATE GUIDANCE NOTES WILL BE SENT TO YOU, EXPLAINING HOW YOU SHOULD PROCEED.**

## **APPENDIX A: FINANCIAL BENEFITS FOR PEOPLE WHO HAVE RETIRED**

Notwithstanding the need to inform the CEPB should you encounter financial difficulty at any time during the occupation of your retirement property, this appendix gives a brief outline of possible financial assistance and benefit entitlement for retired people.

**You are advised to contact your local advice agency (e.g. either Help the Aged, Age Concern or the Citizens Advice Bureau), who will be able to undertake a benefits review on your behalf to ensure that you maximise your benefits entitlement in retirement. Your local advice agency will also be in a position to give you informed guidance on the topics covered in this section.**

What follows is only a brief introduction to the relevant topics. All figures quoted relate to the 2009 / 10 Tax Year ending 5<sup>th</sup> April 2010. It is likely that these figures will be updated annually and applied after the 6th April following the announcement of the Chancellors Budget. Your local advice agency can give you up-to-date figures.

### **1: The State Pension**

The Basic State Pension is paid to people who have reached the age of 60 (for women) or 65 (for men) and have paid or been credited with sufficient National Insurance contributions.

The current full Basic State Pension is as follows:

- (a) £95.25 per week for an individual.
- (b) £152.30 per week for married couples.

If you have not made sufficient National Insurance contributions you may get a reduced pension or not get one at all.

When the widow(er) or civil partner of a deceased clergy reaches pension age, they may be able to claim a State Pension based on their late spouse's or civil partner's National Insurance contributions, or use his or her record to increase any pension they are entitled to in their own right.

There are various circumstances in which you will be able to receive credits towards your State Pension (refer to section 2: below). Your local advice agency will be able to give you guidance.

## 2: Pension Credit for people of 60 and over

Pension Credit was introduced to guarantee individuals in receipt of a State Pension a minimum level of income in retirement. It has two parts:

- (a) The guaranteed credit part: which tops up your weekly income to a set amount. In the current Tax Year 2009/10 the set amount of weekly income for a single person is £130.00 and £198.45 for a couple. You must be 60 or over to apply.
- (b) The savings credit part: provides extra money to people aged 65 and over who have income from occupational pensions, savings and certain other sources of income below a certain level. This is called the savings credit threshold and is £96.00 per week for a single person and £153.40 for couples.

Depending on your circumstances, you may be entitled to receive both parts, or either one of the two parts that make up the Pension Credit entitlement.

Both parts of the Pension Credit are based on your income, savings and other circumstances. The first £10,000 of savings will be ignored as from November 2009. Any savings above this amount will be assumed to produce an income of £1 a week for every £500 (or part of £500) if you are 60 or over. There is no upper savings limit imposed on entitlement (as is the case for Housing Benefit and Council Tax Benefit, where an upper savings limit of £16,000 is set and beyond which the benefit no longer becomes payable).

The guaranteed credit and / or the savings credit will be used to top up your income to the set amounts outlined above. There is no upper limit to the amount of savings you can have.

This means that, if your weekly income exceeds the limits applied to either the guaranteed credit or savings credit aspects of the Pension Credit scheme, you will not qualify for the additional amount to guarantee you a minimum income in retirement.

The rules regarding Pensions Credit, in addition to the calculations, can be complex. If you are in doubt about your possible entitlement, you should either contact the **Pension Credit line (free call) on 0800 991 234 or your local advice agency.**

### **3: Housing Benefit and Council Tax Benefit**

Please refer to pages 6 and 7 of this handbook.

**You should contact your local authority for the relevant claim form if you think you might be entitled to some money off your Council Tax or if you have a low income and think you could be entitled to some money off your rent by claiming Housing Benefit.**

### **4: Bereavement Payment**

This is generally available to both men and women under pension age.

However someone above pension age is able to get a Bereavement Payment if their deceased husband, wife or civil partner:

- (a) had not reached pension age; or
- (b) reached pension age – but deferred, and was not receiving, a State Pension.

### **5: Attendance Allowance**

This is paid to people who are aged 65 or over and who are physically or mentally ill or disabled and need help with personal care, or who need supervision from someone else.

This would apply, for example, if either you or someone in your household needs help with dressing, washing or moving around the home.

Although the minimum age is 65, there is no upper age limit. If a member of your household who needs help is under 65, he or she should apply for Disability Living Allowance.

Attendance Allowance does not depend on National Insurance contributions, nor is it affected by your savings and income. You can claim if you live alone or with another person. The main criteria is that you are at least 65 and in need of help. There are two weekly rates payable:

- (a) £47.10 if you need help in the day or night.
- (b) £70.35 if you need help both day and night.

## 6. Carer's Allowance

Is paid to people who care for someone who receives the top or middle rate care part of Disability Living Allowance (if under 65) or any of the rates of Attendance Allowance (if 65 or over). The weekly rate paid to the carer is £53.10. You must be caring for the person for at least 35 hours a week.

It is important that you seek advice before you make a claim because:

- (a) There is a restriction on the amount of the carer's income.
- (b) If, as a carer you are in receipt of another benefit or a pension, you may not be able to get the Carer's Allowance as well. However, you could have your other benefits increased.
- (c) The person you care for, in certain circumstances, may lose money if you claim Carer's Allowance.

## 7. Debt problems

If you have claimed all the benefits you are entitled to and are still struggling to pay your bills and other outgoings in retirement, you may need some help to sort things out. **You should notify the CEPB at your earliest opportunity, and not let matters get out of hand to the extent that no constructive assistance can be give. The CEPB will assist in finding a practical solution.**

## **APPENDIX B: CONCESSIONS FOR PEOPLE WHO HAVE RETIRED**

### **1: Help with heating**

Winter Fuel Payments are paid to most people who are 60 and over. These payments are £250, rising to £400 when someone in the household is 80 or over for the 2008 / 09 Tax Year.

More details can be obtained from the Winter Fuel Payment hotline on **0845 915 1515**.

When the weather is particularly severe, people getting Pension Credit may get extra money, called Cold Weather Payments, for those weeks.

### **2: Help with repairs and adaptations to your home**

If you get Pension Credit you may be able to get a Community Care Grant to help with the cost of minor repairs or decorations.

There are also local authority Disabled Facilities Grants to adapt homes if you have a disability.

You should contact your local authority and ask for more details.

### **3: Help with health costs**

Everyone over 60 gets free prescriptions and eye tests.

If you are in receipt of the Guarantee Credit element of Pension Credit, you should also get free dental treatment, travel costs to hospital and help towards glasses.

If you do not get this benefit and are on a low income with savings less than £16,000 you may still be able to get some help. Your dentist or optician should be able to advise you.

### **4: Television licences**

These are free for households with a person aged 75 or over.

### **5: Travel concessions**

People of 60 and over are entitled to free off-peak local area bus travel.

Rail companies give reductions on many train fares to people of 60 or over who buy a Senior Railcard.

## **6: Other possible concessions worth investigating**

If you are over pension age, it is worth investigating the possibility of the following:

- (a) Reduced fees for, or free, adult education classes and use of leisure facilities.
- (b) Free entry to some museums or galleries.
- (c) Reduced admission prices for theatre matinee performances.

## APPENDIX C: USEFUL CONTACTS

### 1: Age Concern

Provide a wide range of Factsheets of interest to anyone who has attained pensionable age.

You can find your nearest Age Concern by going onto the website at: [www.ageconcern.org.uk](http://www.ageconcern.org.uk) or by phoning (freephone): **0800 00 99 66**.

### 2. Benefits advice

If you go to the website: [www.entitledto.co.uk](http://www.entitledto.co.uk) you will be able to determine whether you qualify for any specified benefit and, if so, the level of entitlement.

### 3. British Gas

To request an engineer under the “British Gas Property Care Plus” Scheme, you should contact: **084 5950 0400**.

This is a 24 hours / 7 days a week responsive maintenance and repairs service.

### 4: Citizens Advice Bureau (CAB)

You can find your nearest CAB in the phone book, from your local library or on the website: [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Most CABs will be able to offer free advice either by phone or in person.

### 5: Ecclesiastical Insurance Group

Beaufort House,  
Brunswick Road,  
Gloucester  
GL1 1JZ

[www.ecclesiastical.com](http://www.ecclesiastical.com)

Building Insurance Claims Enquiry Line: **01452 528 533**  
(open 24 hours a day / 7 days a week)

## **6: Friends of the Clergy / Sons of the Clergy**

These are two charities which, as part of their wider remit, are able to assist retired clergy and their families.

Either organisation can be contacted by phoning: **020 7799 3696** or by going onto the website: [www.sonsoftheclergy.org.uk](http://www.sonsoftheclergy.org.uk).

## **7: Help the Aged**

Also assists people who have reached retirement age and can be contacted on: **020 7278 1114** or by going to the website: [www.HelptheAged.org.uk](http://www.HelptheAged.org.uk).

## **8: Independent Financial Advice**

For impartial, independent financial advice you should contact IFA Promotion Ltd. on: **020 7833 3131**, which is the industry body representing Independent Financial Advisers (IFAs). Alternatively, you can use the website: [www.unbiased.co.uk](http://www.unbiased.co.uk) to locate your nearest IFA.

Written by: Richard Silvio		Approved by:
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**CEPB / BRITISH GAS "PROPERTY CARE PLUS"  
CONTRACT FOR SHARED OWNERSHIP SCHEME**

**CUSTOMER SURVEY FEEDBACK FORM**

**In order to monitor the quality of the British Gas 24/7 responsive repairs and maintenance service, this form should be completed and returned to the Church of England Pensions Board (Housing), following a visit to your property by a British Gas engineer.**

**NAME OF OCCUPANT(S):**

**ADDRESS OF PROPERTY:**

**DATE OF BRITISH GAS ENGINEER'S VISIT:**

- 1. How long did it take for the British Gas engineer to attend your property from the time you reported the problem by phoning 0845 9 500 400?**
  
- 2. What was the nature of your call (please indicate below):**
  - 2A. Breakdown / repair.**
  - 2B. To service an appliance.**
  - 2C. Safety check required.**
  
- 3. Please give a brief outline of the work carried out and / or the appliance(s) involved.**

**Cont./.....**

- 4. If parts were required:**

- 4A. Did the engineer have all the parts? Yes / No
- 4B. Did the engineer only have some parts and had to order the rest ? Yes / No
- 4C. Did the engineer have to order the parts during the visit? Yes / No

5. If parts had to be ordered in either 4B. or 4C., how long was it until the follow-up visit took place to install the ordered parts?

6. Was the British Gas engineer courteous and polite at all times?

7. Did you ever feel pressurised by the engineer to replace any appliance, e.g. the gas boiler?

8. Did the British Gas engineer try to promote other British Gas products or services (other than discussing the various services available under the British Gas “Property Care Plus” contract) during the visit?

9. Any other comments?

Please forward your completed form to:

The Assistant Housing Manager  
(Shared Ownership Scheme)  
Church of England Pensions Board  
6<sup>th</sup> Floor Church House  
29 Great Smith Street  
LONDON SW1P 3PS.

