

MEMORANDUM OF AGREEMENT
BETWEEN THE INCUMBENCIES OF
ST COLUMBA'S BATHGATE & ST PETER'S LINLITHGOW
AS REQUIRED BY SEC CANON 36, SECTIONS (7), (8), (9) and (10)

1. This agreement supersedes the previous agreements between the two incumbencies as recorded in the minutes of the individual vestries. It shall come into force on 1 September 2012, on the installation as Rector of Rev Christine A Barclay.
2. As required by Canon 36, the agreement shall lapse on the departure as Rector of Rev Barclay, although the two incumbencies undertake to continue their co-operation (initially on the basis laid out here) during the subsequent interregnum. The agreement, if still in force, shall be reviewed every five years (that is in the first place by no later than 31 August 2017) and may be reviewed more frequently, at the request of either vestry; any changes which may be agreed between the two incumbencies require, before implementation, the agreement of the Bishop of Edinburgh.
3. The individual vestries of the two incumbencies shall each continue to be responsible for the management and costs of their incumbencies, except as recorded in this memorandum.
4. The two vestries will continue to contribute to the operation of a joint committee, the Joint Vestry, whose composition may vary from time to time, between the extremes of the whole of the two individual vestries and a minimum of the two secretaries and treasurers, together with the Rector. The purpose of the Joint Vestry is to ease the co-operation between the two incumbencies and thus to assist the Rector in the fulfilment of her responsibilities. Any matters of mutual interest may be considered, but, except in cases of emergency, decisions will be taken on the authority (which may have been delegated) of the two individual vestries.
5. A record shall be kept of the proceedings of the Joint Vestry, either alternately by the secretaries of the two individual vestries or by a person specially appointed as secretary. Chairmanship of the meetings shall normally reside either with the Rector or alternately between specified members of the two individual vestries.
6. The two vestries shall contribute to the stipend of the Rector (at the rate of the Standard Stipend for the time being) and to the associated costs of Employers National Insurance Contributions and the Scottish Episcopal Church Pension Fund, in the proportions set out in note (a) below. It is the intention, if possible, to continue to use the Edinburgh Diocesan Office as the paying agent.
7. The two vestries shall contribute to the expenses in office of the Rector in so far as those are notified to the respective treasurers (or, by mutual agreement, to one treasurer acting on behalf of both), in the proportions set out in note (b) below. The minimum scope of permissible expenses is defined by the Digest of Resolutions of the Scottish Episcopal Church, but it may in case of relevance and need be extended by agreement between the two vestries. Permissible expenses are those directly associated with the performance of clerical

duties and presently include travel (paid at the standard mileage rate), the recurrent costs of telephony and computing, stationery and postage, and the costs associated with related administrative tasks.

8. A rectory is provided for the benefit of the Rector and as appropriate for her family and other visitors; the present rectory is situated at 85 Acredales, Linlithgow, EH49 6JA. The two vestries contribute to the costs associated with the rectory on the basis set out in note (c) below, except that in co-operation with the Rector either vestry may with the consent of the other carry out additional work or provision at its own expense. In particular the two vestries cover the costs of Council Tax, insurance of the property (with a small element for contents such as carpets supplied by the two vestries), gas boiler servicing, routine maintenance, and the provision of certain internal fittings. The two vestries have agreed a schedule for the inspection and maintenance of the rectory which the Rector will be invited to sign.
9. In the event of other clergy, whether stipendiary or non-stipendiary, becoming associated with one or other of the two incumbencies, the two vestries will meet their expenses on the basis set out in paragraph (7) above, except that where the service undertaken is for the benefit of one incumbency only the costs will be met by the relevant incumbency.
10. Clergy providing cover during periods of absence of the Rector, whether because of holiday, illness or any other reason, will have their expenses re-imbursed (together, where appropriate, with the relevant fee) on the basis set out in paragraph (9) above.
11. In order to comply with Canon 36, Section (8), paragraph (2), this Memorandum of Agreement shall be regarded as part of the constitution of each of the two incumbencies.

Note (a) Contribution to Stipend, etc
St Columba's 40%, St Peter's 60%

Note (b) Payment of Expenses
St Columba's 50%, St Peter's 50%

Note (c) Payments associated with Rectory
St Columba's 50%, St Peter's 50%

Memorandum of Agreement authorised

(Signed) *Bishop John*

(Date) *8 August 2012*

Bishop of Edinburgh