

Constitution

Diocese of the Southern Cross Limited

ACN 654 120 233

A Public Company Limited by Guarantee

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1 General

1.1 Definitions

Unless the contrary intention appears, in this Constitution —

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012* (Cth).

Affiliate Church means a church approved under clause 4.

Affiliate Church Application Form means the form set out in Schedule 3.

Alternate Director means a person appointed as an alternate director under clause 7.3.

ASIC means the Australian Securities and Investments Commission.

Bishop means the person described in clause 6(2).

Book of Common Prayer means the book entitled “The Book of Common Prayer and Administration of the Sacraments and other Rites and Ceremonies of the Church according to the use of the Church of England together with the Psalter or Psalms of David pointed as they are to be sung or said in churches and the form or manner of making, ordaining and consecrating of Bishops, Priests and Deacons” and generally known as the *Book of Common Prayer 1662*.

Canon means any law of the Church by the Synod.

Ceremonial includes the liturgical ceremonies according to the use of the Church as authorised by the applicable Canons and also the obligation to abide by such use.

Church means the fellowship of Member Churches and their members comprising the Diocese.

Company means Diocese of the Southern Cross Limited being an Australian public company limited by guarantee established under the Corporations Act which bears the ACN 654 120 233.

Constitution means this document as it may be amended from time to time and includes each schedule to this document but does not include any footnotes.

Core Provision means each of:

- (a) clause 2.1(a), clause 2.3, clause 2.4, clause 2.5, clause 2.6, clause 3.3, clause 3.6, clause 6.4 and clause 10 and each defined term as set out in this clause 1.1 and used in any of these clauses; and
- (b) Schedule 1.

Corporations Act means the *Corporations Act 2001* (Cth).

Court means a court of competent jurisdiction over a relevant matter.

Deductible Contribution means a contribution of money or property as described in item 7 or item 8 of the table in section 30-15 of the Tax Act in relation to a fundraising event held for that purpose.

Diocese means the diocese described in clause 2.2, comprising Member Churches and their members.

Director means an individual holding office as director of the Company.

Directors means some or all of the Directors acting as a board.

Discipline means the obligation to adhere to, to observe and to carry out (as appropriate) the faith, ritual and ceremonial of the Church and the other rules of the Church which impose on the members of the clergy obligations regarding the religious and moral life of the Church.

Doctrine of the Church means the teaching of the Church about the Christian Faith which is consistent with the Fundamental Declarations and the Ruling Principles.

Faith includes the obligation to hold the faith.

Fundamental Declarations means the declarations set out in clause 2.3.

General Meeting means a meeting of the Members of the Company and includes an Annual General Meeting.

Gift means a gift or contribution of money or property for the principal purpose of the Company.

Gift Fund means a management account established in accordance with clause 12.2(c).

Initial Board Phase means the period from the date on which the Company is established until the conclusion of the Inaugural session of the Synod.

Initial Membership Phase means the period from the date on which the Company is established until the end of the day prior to the first day of the Inaugural session of the Synod.

Inaugural session of the Synod means the first Synod Session convened under clause 5.1(a).

Jerusalem Declaration means the declaration set out in Schedule 1.

Member means a person entered on the Register as a member and includes each Member Church.

Member Church means a church approved by the Directors under clause 3.3 and:

- (a) where it is a body corporate, entered on the Register itself as a member of the Company; or
- (b) where it is not a body corporate, has a Membership Holder, entered on the Register holding membership of the Company on its behalf.

Member Church Application Form means the form set out in Schedule 2.

Membership Holder means the individual appointed by a Member Church, which is not a body corporate under clause 3.3(b), to hold membership in the Company for and on behalf of a Member Church from time to time.

Member Representative means in the following in relation to each Member Church, each of:

- (a) its Pastor; and

(b) two (2) lay persons appointed in accordance with the constitution of the Member Church,

or their substitutes as permitted under applicable Canons.

Object means each object of the Company as set out in clause 2.1.

Ordinary Synod Session has the meaning given in clause 5.1(b)(ii).

Register means the register of Members.

Registered Office means the registered office for the time being of the Company.

Ritual includes rites according to the use of the Church as authorised by applicable Canons and also the obligation to abide by such use.

Rule means a rule made by the Directors in accordance with clause 6.8(c).

Ruling Principles means the declarations set out in clause 2.4.

Schedule means a schedule to this Constitution.

Secretary means an individual appointed as a secretary of the Company in accordance with clause 9.3.

Special Resolution means a resolution of which due notice (setting out the intention to propose the resolution and stating the resolution) has been given and that has been passed by at least 75% of the votes of Members entitled to vote on the resolution.

Special Synod Session has the meaning given in clause 5.1(b)(ii).

Standing Committee means the committee established in accordance with clause 8.2.

Synod means the body comprising Member Representatives formed and convened under clause 5.

Synod Session means each meeting of the Synod, including an Ordinary Synod Session and a Special Synod Session,

Tax Act means the *Income Tax Assessment Act 1997* (Cth).

Thirty-nine Articles means the Articles of Religion published with the *Book of Common Prayer*.

1.2 Interpretation

Unless the contrary intention appears, in this Constitution:

- (a) a reference to "doctrine" including in the expression "Doctrine of the Church", is not limited to matters relating to salvation;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause is a reference to a clause in this Constitution unless otherwise stated;
- (d) a reference to a law includes regulations and instruments made under the law;

- (e) a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision, whether by the State or the Commonwealth of Australia or otherwise;
- (f) a reference to a meeting includes a meeting by technology where all attendees have reasonable opportunity to participate;
- (g) a reference to a person being present in person includes an individual participating in a meeting as described in clause 1.2(f);
- (h) a reference to 'person' includes a natural person, corporation or other body corporate;
- (i) "writing" and "written" includes printing, typing and other modes of reproducing words in a visible form including, without limitation, any representation of words in a physical document or in an electronic communication or form or otherwise;
- (j) the words "include" or "including" are not words of limitation; and
- (k) "\$" is a reference to the lawful currency of Australia.

1.3 Signing and electronic communication

Where, by a provision of this Constitution, a document including a notice is required to be signed or communicated, that requirement may be satisfied in any manner permitted by the applicable law of the State, Territory or Commonwealth relating to electronic signing and transmission of documents, or in any other manner approved by the Directors.

1.4 Corporations Act

- (a) In this Constitution unless the contrary intention appears:
 - (i) expressions in this Constitution that deal with a matter dealt with by a particular provision of the Corporations Act have the same meaning as they have in the Corporations Act; and
 - (ii) "section" means a section of the Corporations Act.
- (b) Each provision of the Corporations Act that applies as a replaceable rule is displaced by this Constitution and accordingly does not apply to the Company.

1.5 Headings

Headings are inserted for convenience and are not to affect the interpretation of this Constitution.

2 The Company

2.1 Object of the Company

The Object and charitable purpose of the Company is to advance religion including:

- (a) by establishing and maintaining the Church which is committed to the Doctrine of the Church; and
- (b) operating and maintaining a registry service to support the Church.

2.2 Extra Provincial Diocese

The Member Churches and this Company forms the Diocese which shall be extra provincial and named the "Diocese of the Southern Cross".

2.3 Fundamental Declarations

- (a) The Church, being a part of the One, Holy, Catholic and Apostolic Church of Christ, holds the Christian Faith as professed by the Church of Christ from the first century and in particular as set forth in the creeds known as the Nicene Creed and the Apostles' Creed.
- (b) The Church receives and upholds all the canonical Scriptures of the Old and New Testaments as being the ultimate rule and standard of faith given by inspiration of God and containing all things necessary for salvation.
- (c) The Church will ever obey the commands of Christ, teach His doctrine, administer His sacraments of Holy Baptism and Holy Communion, follow and uphold His discipline and preserve the three orders of bishops, priests and deacons in the sacred ministry.

2.4 Ruling Principles

- (a) The Church retains and approves the doctrine and principles embodied in the *Book of Common Prayer* and the Thirty-nine Articles and regards the *Book of Common Prayer* and the Thirty-nine Articles as the authorised standard of worship and doctrine in the Church.
- (b) The Church holds the Jerusalem Declaration, being the declaration made by the participants in the Global Anglican Future Conference held in Jerusalem from 22-29 June 2008, as:
 - (i) a contemporary expression of the Fundamental Declarations and Ruling Principles;
 - (ii) a sound statement of Anglican identity and belief in the 21st century; and
 - (iii) the basis of fellowship in the Diocese.

2.5 Communion

The Church will remain and be in communion with any other Christian Church so long as communion is consistent with the Fundamental Declarations and applicable Canons and has the approval of Synod and the Bishop.

2.6 Powers of the Company

- (a) In pursuing its Object and charitable purpose, subject to the Fundamental Declarations and the Ruling Principles, the Company:
 - (i) has plenary authority and power –
 - (A) to make statements as to the doctrine, faith, ritual, ceremonial or discipline and to order the Church's forms of worship and rules of discipline and to alter or revise such statements, forms and rules,

- (B) to alter or permit variations from the services contained in the *Book of Common Prayer*, and
- (C) to authorise Synod to make Canons and for the Directors to make Rules -
 - (1) for the order and good government of the Church, and
 - (2) to administer the affairs of the Church;
- (ii) may act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of the Object; and
- (iii) may do such other things as are incidental or conducive to the attainment of the Object, including the establishment of a public fund.
- (b) The Directors and the Members must not do anything which is contrary to or inconsistent with the Fundamental Declarations or the Ruling Principles.
- (c) The Company has the legal capacity and powers of an individual and has all the powers of a body corporate under the Corporations Act and where the Company is a trustee, the powers of the trustee under the relevant trust instrument and laws related to trusts and trustees.

2.7 Not-for-profit nature of the Company

- (a) The income and the assets of the Company, however derived:
 - (i) must be applied solely towards the promotion of the Object; and
 - (ii) may not be distributed, paid or transferred to any Member, directly or indirectly, in whole or in part and in any manner (including dividend, bonus or benefit).
- (b) Clause 2.7(a) does not prevent the Company from doing any of the following provided it is done in good faith:
 - (i) paying or remunerating a Member, at a fair and reasonable rate or rate more favourable to the Company, for goods or services provided by the Member to the Company in the ordinary course of business;
 - (ii) reimbursing a Member for expenses they have properly incurred for the Company; or
 - (iii) payment to the Member in carrying out or furthering the Object.

2.8 Guarantee by Members

- (a) If the Company is wound up, each Member and each person who was a Member within 1 year of the commencement of the winding up will contribute an amount of no more than \$10 to the Company's assets.
- (b) The contribution of each person under clause 2.8(a) (each a "contributory" in this clause 2.8) is to be utilised by the Company to pay:

- (i) the Company's debts and liabilities incurred before the contributory ceased to be a Member;
 - (ii) the costs of winding up the Company; and
 - (iii) adjustment of the rights of the contributories among themselves.
- (c) The liability of each Member to any person in respect of the Company is limited to the amount set out in clause 2.8(a).

2.9 Application of assets which remain on winding up

- (a) Subject to clause 2.8(b)(iii), if any asset remains on the winding up or dissolution of the Company after satisfaction of all its debts and liabilities, then, subject always to clause 2.8, that asset may not be paid to or distributed among the Members but must be transferred to one or more funds or institutions:
- (i) that have charitable purposes similar to, or inclusive of, the Object; and
 - (ii) are not-for-profit entities whose governing documents prohibit the distribution of their income and asset among their members (if they have members) to at least the same extent as imposed on the Company under this Constitution.
- (b) The funds or institutions will be determined by the Members at or before the time of dissolution.

3 Membership

3.1 Number of Members

The minimum number of Members of the Company shall be three.

3.2 Members

The Members of the Company shall be:

- (a) in the Initial Membership Phase, each person who is a Director at the establishment of the Company, being the Bishop, a person in holy orders and a lay person or their successors; and
- (b) from the period after the Initial Membership Phase —
 - (i) each Member Church which is a body corporate that is approved for membership under clause 3.3; and
 - (ii) the Membership Holder of each Member Church which is not a body corporate that is approved for membership under clause 3.3.

3.3 Admission as a Member Church

- (a) A church may be considered for admission as a Member Church if the church meets the following criteria:
 - (i) its Pastor is a person in holy orders and a majority of its members identify themselves as Anglican and have accepted the Doctrine of the Church;

- (ii) it is led by a Pastor who is approved and, after the Initial Membership Phase, licensed by the Bishop;
 - (iii) it consents in writing to become a Member;
 - (iv) it has adopted a constitution in the approved form for a Member Church (thereby agreeing to function as and assume responsibilities of a Member Church and to be bound by this Constitution); and
 - (v) has completed a Member Church Application Form (or such form as the Directors may from time to time prescribe).
- (b) To be considered for admission as a Member, a church which is not a body corporate must appoint one of its Member Representatives to be its Membership Holder.
- (c) Each application for membership as a Member Church will be considered:
- (i) in the Initial Membership Phase, by the Directors making a determination within a reasonable time after the application is made; and
 - (ii) in the period after the Initial Membership Phase —
 - (A) first, by the Standing Committee within a reasonable time after the application is made; and
 - (B) then if recommended by the Standing Committee with the concurrence of the Bishop, by the Synod making a determination at its next Ordinary Session.
- (d) When an applicant has been accepted or rejected for membership in accordance with this clause 3.3 the Secretary must notify the applicant of the decision within a reasonable period.
- (e) The Directors have the discretion to refuse any church's admission as a Member Church without giving any reason for refusing, but cannot overturn any church's admission as a Member Church once accepted by the Synod under this clause 3.3.

3.4 Registration as Member

- (a) As soon as practicable after an application to be a Member Church is accepted, the Directors must cause the name and other details of:
- (i) the Member Church, if the church is an incorporated entity; or
 - (ii) the Membership Holder of the Member Church, if the church is not an incorporated entity, on the basis that the Membership Holder holds the membership for the church,
- to be entered in the Register as a Member.
- (b) A church is a Member Church only when its name or its Membership Holder's name (where relevant) is entered in the Register.

3.5 Register

- (a) The Company must establish and maintain a Register. The Register must be kept by the Registrar and must contain for each current Member and each entity which has ceased to be a Member in the previous 7 years:
 - (i) the name;
 - (ii) in the case of a Member Church —
 - (A) the name of the church and its Membership Holder (where relevant),
 - (B) the name of its Pastor,
 - (C) its other Member Representatives, and
 - (D) its churchwardens and members of its church council;
 - (iii) the address;
 - (iv) any alternative address nominated by the Member for the service of notice;
 - (v) the date the Member was entered in the Register and membership is ended (where relevant); and
 - (vi) the contact details of each of its Member Representatives.
- (b) The Company must provide access to the Register in accordance with the Corporations Act.
- (c) Each Member Church must notify the Company of any change in the matters listed in clause 3.5(a) within 14 days after the change.

3.6 Financial Contribution

Each Member Church must pay such financial contributions towards the operation of the Diocese and the Church as prescribed by applicable Canons.

3.7 Cessation of membership

A Member ceases to be a Member if:

- (a) in the case of a Member who is a Director in the Initial Membership Phase, the Member provides a written notice to the Company indicating that the Member ceases to be a Director and the cessation will be with effect from the date specified by the Member;
- (b) in the case of a Member Church, the Member Church (or Membership Holder) provides a written notice of resignation to the Company and such cessation will be with effect from the specified date in the notice or in the absence of such notice, on receipt of the notice by the Company;
- (c) the Directors or Members pass a resolution in a Synod in accordance with clause 3.8 and the cessation will be from the date specified in the resolution or in the absence of such specification, the date of the relevant meeting;

- (d) in the case of a Member who is an individual —
 - (i) the Member dies,
 - (ii) the Member becomes of unsound mind as determined by the Directors or a person or estate is liable to be dealt with in any way under a law related to mental health and the cessation will be with effect from the date of the Directors' determination, or
 - (iii) the Member becomes bankrupt or makes an arrangement or composition with their creditors in relation to their joint or separate estate generally and the cessation will be on the date of the bankruptcy or the date the arrangement or composition is made,

provided that where any of the above occurs in relation to a Membership Holder, the relevant Member Church will continue to be a Member Church but must immediately appoint another person to be its Membership Holder; or

- (e) in the case of a Member Church —
 - (i) it ceases to exist from the date it ceases to exist,
 - (ii) any of the following occurs in relation to it -
 - (A) an order is made or a resolution is passed by creditors for it to be wound up, dissolved or subject to external administration,
 - (B) it enters into any arrangement, compromise or composition with or assignment for the benefit of its creditors or any class of them, or
 - (C) a controller, receiver, receiver and manager, official manager or other external administrator is appointed in relation to it,

immediately before the event occurs.

3.8 Termination of membership

- (a) Subject to this Constitution, the Directors or Members in a Synod Session may at any time terminate the membership of a Member if:
 - (i) the Member, in the opinion of the Directors during the Initial Board Phase or the Standing Committee thereafter, has refused or neglected or will refuse or neglect to comply with this Constitution or any Canon or applicable Rule; or
 - (ii) the Member Church's Pastor or its Membership Holder or its Member Representatives or churchwardens or church council takes any action or step (or omits to take any action or step) or engages in conduct (including making any statement or failure to make a statement) which in the opinion of the Standing Committee is —
 - (A) an indication that the Member Church can no longer meet the criteria for membership set out in clause 3.3(a), or
 - (B) is prejudicial to the interests of the Company (including its Object and Charitable Purpose) or the Church; or

- (iii) the Member Church fails to pay any amount due to the Company or another body of the Church under this Constitution, a Canon or Rule, or that is prescribed from time to time and within a reasonable period as determined by the Standing Committee.
- (b) For a decision of the Directors or the Members in a Synod Session or General Meeting under clause 3.8(a) to be effective, the general nature of the allegations made against the Member must be notified to the Member in writing and the Member must be given a reasonable opportunity to respond to the allegations before the final decision of the Directors or the Members and the Directors or the Members must consider such response in their decision making.

4 Affiliate Church

- (a) A church may apply to be an Affiliate Church if the church:
 - (i) meets the following criteria —
 - (A) its Pastor and a majority of its members have accepted the Doctrine of the Church,
 - (B) the Bishop consents to the church being an Affiliate Church,
 - (C) it has agreed to work towards becoming a Member Church (that is, preparing to meet all the criteria of a Member Church as set out in clause 3.3(a) and to complete a Member Church Application, and
 - (D) it has consented in writing to become an Affiliate Church; and
 - (ii) it has completed an Affiliate Church Application Form (or such other form as the Directors may from time to time prescribe).
- (b) Each application to be an Affiliate Church must be considered by Directors in the Initial Membership Phase or by the Standing Committee thereafter within a reasonable time after the application is made.
- (c) The Standing Committee must seek the concurrence of the Bishop prior to accepting an application under clause 4(b).
- (d) When an applicant to be an Affiliate Church has been accepted or rejected, the Secretary must notify the applicant of the decision within a reasonable period.
- (e) The Directors or the Standing Committee (with the Bishop) have the discretion to refuse an application to be an Affiliate Church without giving any reason for refusing.
- (f) An Affiliate Church is not a Member but may apply to be a Member Church.
- (g) An Affiliate Church will cease to be an Affiliate Church:
 - (i) when it becomes a Member Church; or
 - (ii) if it (or its Pastor or leaders) take any action or step (or omits to take any action or step) or engages in conduct (including making any statement or failure to make a statement) which in the opinion of the Directors or of the Standing Committee, which shall be final, is —

- (A) an indication that it does not or can no longer meet the criteria for membership set out in clause 4(a), or
- (B) is prejudicial to the interests of the Company (including its Object and Charitable Purpose) or the Church.

5 Synod (meetings of Members) and Member resolutions

5.1 Formation and convening of Synod

- (a) The Synod shall be the gathering of the Members and each Synod Session shall be a meeting of the Members.
- (b) Each Synod shall:
 - (i) have the role and functions in relation to the governance of the Church and this Company as set out in the applicable Canons; and
 - (ii) shall be for a duration of three years (unless otherwise provided in the applicable Canons) and there shall be —
 - (A) no less than one and no more than three Ordinary Synod Sessions during the term of each Synod, and
 - (B) additional Special Synod Sessions convened as may be required for the purpose of considering and decision by Members about urgent matters which arising outside Ordinary Synod Sessions (including for the election of a person to fill a vacancy in the office of the Bishop under clause 6.7(b)(i)).
- (c) The Directors in the Initial Membership Phase must decide and take steps:
 - (i) to make the Rules for the proceedings of the Inaugural Synod Session; and
 - (ii) to convene the Inaugural Synod Session when there are, in the Directors' opinion, a sufficient number of Member Churches;and the Bishop will preside over the Inaugural Synod Session, including the delivery of the Presidential Address, in accordance with the Rules made by the Directors under this clause 5.1(c)(i).
- (d) Each Synod Session shall be convened by the Bishop and conducted:
 - (i) in the case of the Inaugural Synod Session in accordance with the Rules made by the Directors under clause 5.1(c)(i); and
 - (ii) in the case of each subsequent Synod Session in accordance with the applicable Canons.
- (e) Each Member Church shall be eligible to be represented at meetings of the Synod by its Member Representatives and they shall be entitled to vote:
 - (i) at the Inaugural Synod Session in accordance with the Rules made by the Directors under clause 5.1(c)(i); and

- (ii) at subsequent Synod Sessions in accordance with the applicable Canons.

5.2 Circular resolutions of Members

- (a) In the Initial Membership Phase, a resolution that the Corporations Act or this Constitution requires or permits to be passed in a members' meeting is passed without the holding of a members' meeting if each Member who is entitled to vote on the resolution:
 - (i) signs a document containing a statement that they are in favour of the resolution set out in the document (provided that separate copies of a document may be used for signing by Members if the wording of the resolution and statement is identical in each copy); or
 - (ii) sends an email to the Company confirming that they agree to a proposed resolution, and that email includes the text of the proposed resolution,

and the resolution is passed when the last Member signs the document referred to in clause 5.2(a)(i) or when the last Member's email pursuant to clause 5.2(a)(ii) is received by the Company.

- (b) After the Initial Membership Phase, a resolution that the Corporations Act, this Constitution or any Canon requires or permits to be passed in a members' meeting is passed without the holding of a members' meeting if it is made in accordance with the applicable Canons.

6 Directors

6.1 Number of Directors

The number of Directors in the Initial Board Phase shall be three and thereafter, must be such number between three and eleven as the Members determine in a Synod Session and, in the absence of any such determination, the number of Directors shall be five.

6.2 The Bishop

- (a) The Bishop will be a Director and the Bishop also has such other roles and functions as provided in this Constitution and applicable Canons.
- (b) The Bishop will be a person who meets the criteria set out in clause 6.4(a).
- (c) The first Bishop of the Church (the **Initial Bishop**) will be the person who consents to assume that office during the Initial Board Phase but has authority to give assent to each Canon made by Synod at the Inaugural Synod Session.
- (d) Each Bishop after the Initial Bishop will be the person determined and consecrated in accordance with applicable Canons to be the episcopal leader of the Church and has the authority to give assent to each Canon made by Synod.
- (e) The Bishop may grant or withhold any assent, concurrence or approval in exercise of any of the Bishop's roles or functions in the office of the Bishop under this Constitution or applicable Canons in the Bishop's absolute discretion.

6.3 Appointment of Directors

The Directors of the Company shall:

- (a) during the Initial Board Phase, comprise —
 - (i) the Initial Bishop under clause 6.2(c), and
 - (ii) each other person who has consented to be a Director at the establishment of the Company, and
- (b) after the Initial Board Phase, comprise —
 - (i) the person who is eligible under clause 6.4, and determined and consecrated to be the Bishop under clause 6.2(d), and
 - (ii) each other person who is eligible to be a Director under clause 6.4 and who is elected or appointed to be a Director under this Constitution.

6.4 Qualification to be Director

To be eligible for the office of Director a person must:

- (a) where the person is to be the Bishop, have the theological training and relevant experience to carry out the roles and functions of the office of the Bishop as provided in this Constitution and applicable Canons and have been determined to be canonically fit by three bishops in the church of God; and
- (b) in all cases (including the Bishop) —
 - (i) be baptised,
 - (ii) have subscribed to the Doctrine of the Church,
 - (iii) have consented in writing to act as a Director, and
 - (iv) in the event that it is required under a law, regulation or guideline applicable to the Company, have the requisite level or degree of responsibility to the general public.

6.5 Terms of Directors and reappointments

- (a) Each Director, during the Initial Board Phase, holds the office from the establishment of the Company until the end of the Initial Board Phase but is eligible for election in accordance with clause 6.5(b)(ii).
- (b) After the Initial Board Phase:
 - (i) the Director, who is the Bishop holds the office for a period from the date of installation as the episcopal leader of the Church until the date of resignation or retirement, as determined by the applicable Canons of the Synod; and
 - (ii) each other Director holds office for a period from the effective date of their election or appointment to be a Director under this Constitution until the end of the first session of the next Synod after the effective date but, subject to the following, is eligible for election:

- (A) if the Director was a Director during the Initial Board Phase, the Director's period of continuous service shall not exceed a period of more than the Initial Board Phase and twelve years; and
- (B) in other cases, the Director's period of continuous service as Director shall not exceed a period of twelve years from the relevant effective date,

unless the Members, by resolution, agree to waive this requirement for the Director.

6.6 Removal of Director by Members

- (a) The Members may remove a Director (the **replaced Director**) before the expiration of the replaced Director's period of office in accordance with the Corporations Act and may elect a person eligible in accordance with clause 6.4 to be a Director (the **replacement Director**) in place of the replaced Director.
- (b) The replacement Director will hold office and be eligible for election in accordance with clause 6.5(b)(ii).

6.7 Vacation of office of Director

- (a) In addition to the circumstances in which the office of a Director becomes vacant under the Corporations Act, the office of a Director (including the Bishop) becomes vacant if the Director:
 - (i) ceases to be eligible in accordance with clause 6.4 or in the case of the Bishop, ceases to be eligible to hold the office of the Bishop under applicable Canons;
 - (ii) resigns from the office by notice in writing to the Company having immediate effect or with effect from a specified date in the notice;
 - (iii) is not present at 3 successive meetings of the Directors without leave of absence from the Directors;
 - (iv) becomes of unsound mind (as determined by the Directors) or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
 - (v) becomes insolvent or bankrupt, compounds with their creditors, or assigns their estate for the benefit of their creditors;
 - (vi) becomes prohibited, disqualified or removed from being a Director by reason of any law, order of any Court or regulator; or
 - (vii) dies.
- (b) Where the office of a Director:
 - (i) who is the Bishop becomes vacant under clause 6.7(a) –
 - (A) during the Initial Board Phase, the Directors may appoint a person eligible in accordance with clause 6.4 to be the Bishop and the Bishop appointed under this clause 6.7(b)(i) holds the office until the conclusion of the Initial Board Phase but is

eligible to be considered for that office in accordance with applicable Canons; and

- (B) at any time after the Initial Board Phase, the Standing Committee shall appoint a Director in holy orders to perform the administrative functions of the office of the Bishop (except any action that pertains to the order of bishop, unless the person is in episcopal orders), including presiding over Standing Committee, convening and presiding over a Special Synod Session to be held within three months of the vacancy arising for the purpose of determining a person in holy orders to fill the vacancy of the office of the Bishop; or
- (ii) who is a Director other than the Bishop becomes vacant under clause 6.7(a), the Directors may appoint any person eligible in accordance with clause 6.4 to be a Director to fill the vacancy and the Director appointed under this clause 6.7(b)(ii) will hold office and be eligible for election in accordance with clause 6.5(b)(ii).
- (c) At any time, the Directors may appoint a person eligible in accordance with clause 6.4 to be a Director as an addition to the existing Directors (**additional Director**), provided:
 - (i) the additional Director may not be the Bishop; and
 - (ii) the total number of existing Directors, the additional Director and the Bishop (assuming the Bishop's office is not vacant) does not exceed the maximum number in clause 6.1,

and the additional Director will hold office and be eligible for election in accordance with clause 6.5(b)(ii).

6.8 Powers and duties of Directors

- (a) The Directors are to:
 - (i) cause the Company to be conducted in a manner according with the Doctrine of the Church, and must use their best endeavours to ensure that these are honoured and adhered to in the conduct of all the Company's business; and
 - (ii) manage the business of the Company and may exercise all the powers of the Company that are not, by the Corporations Act or by this Constitution, required to be exercised by the Company in Synod Session.
- (b) Without limiting the generality of clause 6.8(a)(ii), and subject to any trusts relating to the assets of the Company, the Directors may exercise all the powers of the Company to:
 - (i) borrow or raise money;
 - (ii) charge any assets or business of the Company; and
 - (iii) give any security for a debt, liability or obligation of the Company or of any other person.

- (c) The Directors may from time to time by resolution make and rescind or alter any Rule which is binding on Members provided that each Rule or alteration of a Rule must not be inconsistent with this Constitution or any Canon.
- (d) While the Company is a registered charity under the ACNC Act, each Director must comply with the duties described in governance standard 5 as set out in the regulations made under the ACNC Act and such other obligations as applying under the ACNC Act or the Corporations Act from time to time.
- (e) The Directors may resolve to delegate any of their powers to:
 - (i) a committee in accordance with clause 8;
 - (ii) a Director;
 - (iii) an employee of the Company on terms and subject to any restrictions to be decided by the Directors; or
 - (iv) any other person on terms and subject to any restrictions to be decided by the Directors;provided that –
 - (v) the power may be delegated for such time as determined by the Directors and the Directors may at any time revoke or vary the delegation;
 - (vi) the delegate must exercise the powers delegated in accordance with any directions of the Directors, and the exercise of the power by the delegate is as effective as if the Directors had exercised it; and
 - (vii) the Directors may continue to exercise any power they have delegated.
- (f) By power of attorney, the Directors may appoint any person to be an attorney of the Company, with such powers, authorities and discretions of the Directors as the Directors think fit and for such purposes, period and conditions as determined by the Directors and such power of may contain any provisions for the protection and convenience of the attorney and persons dealing with the attorney that the Directors think fit and may also authorise the attorney to delegate (including by way of appointment of a substitute attorney) all or any of the powers, authorities and discretions of the attorney.

6.9 Remuneration and expenses of Directors

- (a) The Directors must not be paid any remuneration for their services as Directors.
- (b) A Director is entitled to be reimbursed out of the funds of the Company for such reasonable travelling, accommodation and other expenses as the Director may incur when engaged on the business of the Company (including travelling, accommodation and other expenses) provided any such reimbursement is approved by the Directors.

7 Directors' meetings and decisions by Directors

7.1 Meetings and decisions at meetings

- (a) The Directors may meet together for conducting business, adjourn and otherwise regulate their meetings as they think fit and any Director may at any time, and the Secretary must on the written request of a Director, convene a meeting of the Directors.
- (b) A question arising at a meeting of Directors is to be decided by a majority of votes of Directors present and entitled to vote provided that where the decision is connected with the Doctrine of the Church the Bishop's vote is one of the majority of votes of Directors, and that decision is for all purposes a decision of the Directors.
- (c) A person who is present at a Directors' meeting as an Alternate Director:
 - (i) is entitled to participate and vote in the appointor's place if the appointor would have been entitled to vote and does not participate in that meeting; and
 - (ii) has one vote for each person for whom they have been appointed as Alternate Director,and if that person is also a Director, then that person also has one vote as a Director in that capacity.

7.2 Chair

- (a) The Bishop will be the chair of all meetings of Directors but if a Directors' meeting is held and the Bishop is not present within 10 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act then the remaining Directors must elect one of their number to be the chair of that meeting.
- (b) In the event of an equality of votes cast for and against a resolution, the chair of the Directors' meeting does not have a casting vote, and consequently the resolution will not be passed.

7.3 Alternate Director

- (a) Subject to the Corporations Act:
 - (i) a Director may appoint a person, with the approval of the Directors, to be an Alternate Director in the Director's place during such period as the Director thinks fit. The approval of the Alternate Director's appointment may be withdrawn by the Directors at any time; and
 - (ii) an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who makes or made the appointment, and delivered to the Company.
- (b) An Alternate Director is entitled to receive notice of all meetings of the Directors and to participate and vote at such meetings as provided in clause 7.1(c).
- (c) An Alternate Director may exercise all the powers of the appointor except the power to appoint an Alternate Director and, subject to the Corporations Act,

may perform all the duties of the appointor except to the extent that the appointor has exercised or performed them.

- (d) While acting as a Director, an Alternate Director:
 - (i) is an officer of the Company and not the agent of the appointor; and
 - (ii) is responsible to the exclusion of the appointor for the Alternate Director's own acts and defaults.
- (e) An Alternate Director is entitled to receive from the Company any remuneration or benefit of the Director in whose place the Alternate Director is standing.
- (f) The appointment of an Alternate Director may be terminated at any time by the appointor even if the period, if any, of the appointment of the Alternate Director has not expired, and terminates in any event if the appointor ceases to be a Director.
- (g) The termination of an appointment of an Alternate Director must be effected by a notice in writing signed by the Director who made the appointment and delivered to the Company.
- (h) An Alternate Director is not to be taken into account separately from the appointor in determining the number of Directors for the purposes of clause 6.1.

7.4 Quorum for Directors' meeting

- (a) At a meeting of Directors, the number of Directors whose presence in person is necessary to constitute a quorum is as determined by the Directors, and, unless so determined, is a majority of Directors holding office or two Directors, whichever is the greater provided that where the Doctrine of the Church is a matter for consideration at the meeting, the Bishop must be one of those constituting a quorum.
- (b) The Directors may act despite a vacancy in their number. If their number is reduced below the minimum fixed by clause 6.1, the Directors may, except in an emergency, act only for the purpose of filling vacancies to the extent necessary to bring their number up to that minimum.

7.5 Circular resolutions

- (a) The Directors may pass a resolution without a Directors' meeting being held in the manner set out in this clause 7.5.
- (b) A circular resolution is passed if each Director entitled to vote on the resolution:
 - (i) signs a document containing a statement that they are in favour of the resolution set out in the document. Separate copies of a document may be used for signing by Directors if the wording of the resolution and statement is identical in each copy; or
 - (ii) sends an email to the Company confirming that they agree to the proposed resolution, and that email includes the text of the proposed resolution.
- (c) The resolution is passed when the last Director signs.

7.6 Conflicts of interest of any Director

- (a) A Director must disclose the nature and extent of any actual or perceived material conflict of interest in a matter that is being considered at a meeting of Directors (or that is proposed in a circular resolution):
 - (i) to the Directors; or
 - (ii) if all of the Directors have the same conflict of interest, to the Members at the next General Meeting, or at an earlier time if reasonable to do so.
- (b) The disclosure of a conflict of interest by a Director must be recorded in the minutes of the relevant meeting (or of the circular resolution).
- (c) Each Director who has a material personal interest in a matter that is being considered at a meeting of the Directors (or that is proposed in a circular resolution) must not, except as provided under clause 7.6(d):
 - (i) be present at the meeting while the matter is being discussed; or
 - (ii) vote on the matter.
- (d) A Director with a material personal interest in a matter may still be present and vote on the matter in a meeting (or in a circular resolution) if:
 - (i) their interest arises because they are the Bishop;
 - (ii) their interest arises because they are a Member of the Company and the other Members have the same interest;
 - (iii) their interest arises in relation to remuneration as a Director;
 - (iv) their interest relates to a payment by the Company under clause 11.1, or any contract relating to an indemnity that is allowed under the Corporations Act;
 - (v) their interest relates to an insurance contract under clause 11.2 that insures, or would insure, the Director against liabilities that the Director incurs as a Director;
 - (vi) the Directors who do not have material personal interest in the matter pass a resolution that -
 - (A) identifies the Director, the nature and extent of the Director's interest in the matter and how it related to the affairs of the Company; and
 - (B) states that they are satisfied that the interest should not stop the Director from voting or being present.

7.7 Validity of acts of Directors

All acts done at a meeting of the Directors or of a committee of Directors, or by a person acting as a Director, are taken as valid as if the relevant person had been duly appointed

or had duly continued in office and was qualified and entitled to vote, even if it is afterwards discovered that:

- (a) there was a defect in the appointment or continuance in office of a person as a Director or of the person so acting; or
- (b) a person acting as a Director was disqualified or was not entitled to vote.

8 Committees of the Directors

8.1 Power to delegate to committees

The Directors may establish and delegate any of their powers, to any committee permitted under this Constitution consisting of such person as set out in this Constitution.

8.2 Standing Committee

- (a) There shall be a Standing Committee in relation to the Diocese following the Inaugural Synod Session.
- (b) The Standing Committee shall be comprised of those persons who are Directors from time of time of the Company other than the Bishop,
- (c) The Standing Committee shall:
 - (i) be presided over by the Bishop;
 - (ii) have the powers, roles and functions as provided in this Constitution and applicable Canons and as delegated by the Directors; and
 - (iii) meet in the manner and make decisions in accordance with the applicable Canons.

8.3 Other committees

- (a) Any committee of the Directors other than the Standing Committee must exercise the powers delegated to it by the Directors under clause 8.1:
 - (i) in accordance with the terms and subject to any restrictions and any directions of the Directors; and
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,and a power so exercised is taken to have been exercised by the Directors.
- (b) The committee may meet and adjourn as it thinks proper or in accordance with the terms and subject to any restrictions and any directions of the Directors.
- (c) The committee members may elect one of their number as chair of their meetings and if a meeting of a committee is held and:
 - (i) a chair has not been elected; or
 - (ii) the chair is not present within ten minutes after the time appointed for the holding of the meeting or is unable or unwilling to act;

then the committee members involved may elect one of their number to be chair of that meeting.

- (d) Questions arising at a meeting of the committee are to be determined by a majority of votes of the committee members present and voting and in the event of an equality of votes, the chair of the meeting does not have a casting vote, and consequently the resolution will not be passed.

9 Other officers, Registrar, Secretary and Public Officer

9.1 Appointment of officers

The Directors are to appoint the other officers of the Company with such frequency as the Directors from time to time determine.

9.2 Registrar

- (a) The Directors may appoint a Registrar on such terms and conditions (including as to remuneration) as they think fit.
- (b) The Directors may delegate any of their powers to the Registrar and the Registrar must exercise those powers:
 - (i) in accordance with the terms and subject to any restrictions or the directions of the Directors; and
 - (ii) so as to be concurrent with, or to the exclusion of, the powers of the Directors,

and may revoke the delegation at any time.

- (c) The Registrar may be invited to attend all meetings of the Directors, but may not hold the office of a Director and is not entitled to vote.

9.3 Secretary

- (a) The Company must have at least one Secretary who is to be appointed by the Directors.
- (b) The Secretary may be one of the Directors or the Registrar.
- (c) The Directors may suspend or remove a Secretary from that office.
- (d) A Secretary holds office on the terms and conditions (including as to remuneration) and with the powers, duties and authorities, as determined by the Directors. The exercise of those powers and authorities and the performance of those duties by a Secretary are subject at all times to the control of the Directors.

9.4 Public Officer

- (a) The Directors must appoint a person as Public Officer of the Company in accordance with the *Income Tax Assessment Act 1936* (Cth).
- (b) The Public Officer may be one of the Directors or the Registrar.

10 Amendment to this Constitution

- (a) Subject to clause 10(b), this Constitution may only be amended by Special Resolution of Members.
- (b) At any time after the Initial Membership Phase and notwithstanding clause 10(a), any Special Resolution of Members to amend any of the Core Provisions will have no effect unless each such amendment is further considered and approved by:
 - (i) 90% of Member Representatives who are pastors of Member Churches eligible to attend and vote at a meeting of such representatives convened to consider the amendment;
 - (ii) 90% of Member Representatives who are lay persons of Member Churches eligible to attend and vote at a meeting of such representatives convened to consider the amendment,and has the concurrence of the Bishop, exercising the Bishop's function as the episcopal leader of the Church, in consultation with the Standing Committee.
- (c) Notwithstanding clause 10(a), while the Company is a registered charity under the ACNC Act, the Members must not pass a Special Resolution that amends this Constitution if passing it causes the Company to no longer be a charity.
- (d) Any modification of this Constitution takes effect on the date the relevant resolution is passed or any other date specified, or provided for, in the resolution provided all relevant requirements have been met.

11 Indemnity and insurance

11.1 Indemnity

- (a) The Company indemnifies each current or former Director, Registrar, Secretary or officer of the Company out of the assets of the Company against:
 - (i) every liability incurred by the person in that capacity; and
 - (ii) all legal costs incurred in defending or resisting (or otherwise in connection with) proceedings, whether civil or criminal or of an administrative or investigatory nature, in which the person becomes involved because of that capacity;except to the extent that
 - (iii) the Company is forbidden by law (including the Corporations Act) to indemnify the person against the liability or legal costs;
 - (iv) an indemnity by the Company of the person against the liability or legal costs would, if given, be made void by any law; or
 - (v) the person is entitled to be, and is actually, indemnified by another person (including an insurer under any insurance policy).
- (b) The indemnity is a continuing obligation and is enforceable by a person even though they are no longer a Director, Registrar, Secretary or other officer of the Company.

11.2 Insurance

The Company will pay or agree to pay, whether directly or through an interposed entity, a premium for a contract insuring each person who is or has been a Director, Registrar or Secretary or other officer of the Company against liability arising out of conduct by the person in that capacity (**Relevant Conduct**), including a liability for legal costs, unless:

- (a) the Company is forbidden by law to pay or agree to pay the premium in respect of the Relevant Conduct (whether or not the law applies in the particular case); or
- (b) the contract would, if the Company paid the premium, be made void by any law (including the Corporations Act).

11.3 Contract

The Company may enter into an agreement with a person referred to in clauses 11.1 and 11.2 with respect to the matters covered by those provisions. An agreement entered into in accordance with this clause 11.3 may include provisions relating to rights of access to the information and books of the Company conferred by the Corporations Act or otherwise by law.

12 Miscellaneous

12.1 Execution of documents

Documents executed for and on behalf of the Company must be executed by:

- (a) two Directors;
- (b) a Director and the Secretary; or
- (c) such other persons as the Directors by resolution appoint from time to time.

12.2 Accounts and Gift Fund

- (a) The Directors must cause proper financial records to be kept and, if required by a law, regulation or guideline applicable to the Company or otherwise considered by the Directors to be appropriate, cause the accounts of the Company to be audited or reviewed accordingly.
- (b) The Directors must distribute to the Members copies of the annual financial reports of the Company accompanied by a copy of the report of the auditor or reviewer (as required) and report of Directors in accordance with the requirements of a relevant law, regulation or guideline.
- (c) The Company may maintain a Gift Fund:
 - (i) to identify and record Gifts and Deductible Contributions;
 - (ii) to identify and record any money received by the Company because of those Gifts and Deductible Contributions; and
 - (iii) that does not identify and record any other money or property,

and the Directors must use the Gift Fund only for purposes of receiving Gifts and Deductible Contributions for the Object of the Company and the Gift Fund forms part of the accounts of the Company.

12.3 Seals

- (a) The Directors must provide for the safe custody of any seal of the Company.
- (b) If the Company has a common seal or duplicate common seal:
 - (i) it may be used only by the authority of the Directors, or of a committee authorised by the Directors to authorise its use; and
 - (ii) every document to which it is affixed must be signed by a Director and be countersigned by another Director, a Secretary or another person appointed by the Directors to countersign that document or a class of documents in which that document is included.

12.4 Inspection of records by Members

- (a) A Member does not have the right to inspect any document of the Company except as provided by law or authorised by the Directors or by the Company in General Meeting.
- (b) Subject to the Corporations Act, the Directors may determine whether and to what extent, and at what times and places and under what conditions, any document of the Company will be available to be inspected any Member.

12.5 Service of documents

- (a) In this clause 12.5, a reference to a document includes a notice.
- (b) The Company may give a document to a Member or Director:
 - (i) personally;
 - (ii) by sending it by post to the address for the Member or Director in the Register or an alternative address nominated by the Member or Director; or
 - (iii) by sending it to an electronic address nominated by the Member or Director.
- (c) A Member or Director may give a document to the Company:
 - (i) by serving it on the Company at the Registered Office;
 - (ii) by sending it by post to the Registered Office; or
 - (iii) by sending it to the electronic address nominated by the Company.
- (d) A document sent by post:
 - (i) if sent to an address in Australia, may be sent by ordinary post and is taken to have been received on the 5th business day after the date of its posting; and

- (ii) if sent to an address outside Australia, must be sent by airmail and is taken to have been received on the 7th business day after the date of its posting.
- (e) If a document is sent by electronic transmission, delivery of the document is taken:
 - (i) to be effected by properly addressing and transmitting the electronic transmission; and
 - (ii) to have been delivered on the day following its transmission.
- (f) A certificate in writing signed by a Director or a Secretary stating that a document was sent to a Member or Director by post or electronic transmission on a particular date is *prima facie* evidence that the document was so sent on that date.

Schedule 1 - The Jerusalem Declaration

In the name of God the Father, God the Son and God the Holy Spirit:

We, the participants in the Global Anglican Future Conference, have met in the land of Jesus' birth. We express our loyalty as disciples to the King of kings, the Lord Jesus. We joyfully embrace his command to proclaim the reality of his kingdom which he first announced in this land. The gospel of the kingdom is the good news of salvation, liberation and transformation for all. In light of the above, we agree to chart a way forward together that promotes and protects the biblical gospel and mission to the world, solemnly declaring the following tenets of orthodoxy which underpin our Anglican identity.

- 1. We rejoice in the gospel of God through which we have been saved by grace through faith in Jesus Christ by the power of the Holy Spirit. Because God first loved us, we love him and as believers bring forth fruits of love, ongoing repentance, lively hope and thanksgiving to God in all things.*
- 2. We believe the Holy Scriptures of the Old and New Testaments to be the Word of God written and to contain all things necessary for salvation. The Bible is to be translated, read, preached, taught and obeyed in its plain and canonical sense, respectful of the church's historic and consensual reading.*
- 3. We uphold the four Ecumenical Councils and the three historic Creeds as expressing the rule of faith of the one holy catholic and apostolic Church.*
- 4. We uphold the Thirty-nine Articles as containing the true doctrine of the Church agreeing with God's Word and as authoritative for Anglicans today.*
- 5. We gladly proclaim and submit to the unique and universal Lordship of Jesus Christ, the Son of God, humanity's only Saviour from sin, judgement and hell, who lived the life we could not live and died the death that we deserve. By his atoning death and glorious resurrection, he secured the redemption of all who come to him in repentance and faith.*
- 6. We rejoice in our Anglican sacramental and liturgical heritage as an expression of the gospel, and we uphold the 1662 Book of Common Prayer as a true and authoritative standard of worship and prayer, to be translated and locally adapted for each culture.*
- 7. We recognise that God has called and gifted bishops, priests and deacons in historic succession to equip all the people of God for their ministry in the world. We uphold the classic Anglican Ordinal as an authoritative standard of clerical orders.*
- 8. We acknowledge God's creation of humankind as male and female and the unchangeable standard of Christian marriage between one man and one woman as the proper place for sexual intimacy and the basis of the family. We repent of our failures to maintain this standard and call for a renewed commitment to lifelong fidelity in marriage and abstinence for those who are not married.*
- 9. We gladly accept the Great Commission of the risen Lord to make disciples of all nations, to seek those who do not know Christ and to baptise, teach and bring new believers to maturity.*
- 10. We are mindful of our responsibility to be good stewards of God's creation, to uphold and advocate justice in society, and to seek relief and empowerment of the poor and needy.*

11. *We are committed to the unity of all those who know and love Christ and to building authentic ecumenical relationships. We recognise the orders and jurisdiction of those Anglicans who uphold orthodox faith and practice, and we encourage them to join us in this declaration.*
12. *We celebrate the God-given diversity among us which enriches our global fellowship, and we acknowledge freedom in secondary matters. We pledge to work together to seek the mind of Christ on issues that divide us.*
13. *We reject the authority of those churches and leaders who have denied the orthodox faith in word or deed. We pray for them and call on them to repent and return to the Lord.*
14. *We rejoice at the prospect of Jesus' coming again in glory, and while we await this final event of history, we praise him for the way he builds up his church through his Spirit by miraculously changing lives.*

AMEN.

Schedule 2 - Member Church Application Form

**Diocese of the Southern Cross
Application to be a Member Church**

_____ *insert name of church*

We, the _____ *insert position held (typically it would be the churchwarden)* of our church named above (**our Church**) make this application for our Church to be a Member Church of the Diocese of the Southern Cross Limited ACN 654 120 233 (the **Diocese of the Southern Cross**).

We confirm that our Church meets all the criteria to be a Member Church set out in the constitution of the Diocese of the Southern Cross Limited (the **Diocesan Constitution**).

- The Pastor of our Church is a person in holy orders and a majority of the members of our Church identify as Anglican and have accepted the Doctrine of the Church as set out in the Diocesan Constitution.
- The Pastor of our Church is licensed by the Bishop of the Diocese of the Southern Cross.

We confirm that we have read the Diocesan Constitution and that our Church:

- agrees to be bound by the Church Constitution;
- commits to the Doctrine of the Church as set out in the Diocesan Constitution; and
- will continue to meet the criteria for being a Member Church as set out in the Diocesan Constitution.

We agree and accept that our Church will cease to be, and may be terminated from being, a Member Church if:

- Our Church refuses or neglects (or will refuse or neglect) to comply with the Diocesan Constitution or any Canon or applicable Rule (as defined in the Diocesan Constitution).
- Our Church (or the Pastor of our Church or churchwardens or church council or our Membership Holder (if any)) takes any step (or omits to take any step) or engages in conduct which is indication that our Church can no longer meet the criteria for membership as a Member Church as set out in the Diocesan Constitution or is prejudicial to the interests of the Diocese of the Southern Cross (including its Object and charitable purpose) or the Church (as defined in the Diocesan Constitution).

We acknowledge that our Church will be a Member Church only when the name and other details (including our Membership Holder (if any)) have been entered into the Register of the Diocese of the Southern Cross.

Details about our Church

We provide the following information about our Church and confirm that should there be any change in any of the following, we will inform the Diocese of the Southern Cross within 14 days of the change:

Name of our Church	
Address of our Church	Street address:
	Postal address (if different from the above):

Name and details of our Pastor <i>Will be one of our Church's Member Representatives under the Diocesan Constitution.</i>	Name: Email address: Address: Telephone number:
Name and details of our Membership Holder <i>Only necessary if our Church is unincorporated.</i>	Name: Email address: Address: Telephone number:
Names and details of our two (lay) Member Representatives and one (lay) alternate <i>Will be our Church's Member Representatives (in addition to our Pastor) under the Diocesan Constitution.</i>	<u>Member Representative 1</u> (Name): Email address: Address: Telephone number:
	<u>Member Representative 2</u> (Name): Email address: Address: Telephone number:
	<u>Alternate Member Representative</u> (Name): Email address: Address: Telephone number:
Incorporation status of our Church and its constitution:	<input type="checkbox"/> Yes - Our Church's constitution is attached*. <input type="checkbox"/> No - Our Church's constitution is attached* and our Membership Holder will be: Name: Address: Telephone no: * This Constitution must be in a form prescribed by the Directors of the Diocese of the Southern Cross.
Names of members of our Church Council	
Names of churchwardens	
Names of our incumbency committee members	

We sign this application form and submit it confirming that we have been duly authorised to do so for and on behalf of our Church.

Name:
Position:
Date:

Name:
Position :
Date:

Name:
Position :
Date:

Schedule 3 - Affiliate Church Application Form

Diocese of the Southern Cross Application to be an Affiliate Church

insert name of church

We make this application for our Church to be an Affiliate Church of the Diocese of the Southern Cross Limited ACN 654 120 233 (the **Diocese of the Southern Cross**).

We confirm that our Church meets all the criteria to be an Affiliate Church set out in the constitution of the Diocese of the Southern Cross Limited (the **Diocesan Constitution**). In particular, the Pastor of our Church and a majority of the members of our Church identify themselves as Anglican and have accepted the Doctrine of the Church.

We confirm that we have read the Diocesan Constitution and that our Church:

- agrees to be an Affiliate Church (and acknowledge that this does not give our Church any rights or entitlements of a Member Church);
- commits to the Doctrine of the Church as set out in the Diocesan Constitution; and
- will work towards becoming a Member Church (that is, preparing to meet all the criteria of a Member Church in the Diocesan Constitution).

We agree and accept that our Church will cease to be, and may be terminated from being, an Affiliate Church if our Church (or the Pastor of our Church or leaders) takes any step (or omits to take any step) or engages in conduct which is indication that our Church can no longer meet the criteria for membership as an Affiliate Church as set out in the Diocesan Constitution or is prejudicial to the interests of the Diocese of the Southern Cross (including its Object and charitable purpose) or the Church (as defined in the Diocesan Constitution)

Details about our Church

We provide the following information about our Church and confirm that should there be any change in any of the following, we will inform the Diocese of the Southern Cross within 14 days of the change:

Name of our Church	
Address of our Church	Street address:
	Postal address (if different to the above):
Name and address of our Pastor	Name:
	Email address:
	Telephone number:

Names and details of two of our church leaders <i>For example, churchwardens or members of church council:</i>	1. Name: Email address: Address: Telephone number:
	2. Name: Email address: Address: Telephone number:

We sign this application form and submit it confirming that we have been duly authorised to do so for and on behalf of our Church.

Name:
Position:
Date:

Name:
Position:
Date:

Name:
Position:
Date: