

THE CONSTITUTION

*of*

FELLOWSHIP OF CONFESSING ANGLICANS (AUSTRALIA)  
LIMITED  
ACN 604 064 315

A Company Limited By Guarantee Not Having A Share Capital

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CONSTITUTION  
*for*  
FELLOWSHIP OF CONFESSING ANGLICANS (AUSTRALIA) LIMITED  
ACN 604 064 315  
A Company Limited By Guarantee Not Having A Share Capital

**1 NAME**

The name of the Company is Fellowship of Confessing Anglicans (Australia).

**2 REPLACEABLE RULES**

This Constitution displaces the Replaceable Rules in the Law.

**3 DEFINITIONS AND INTERPRETATION**

**3.1 Definitions**

In this Constitution, unless the context or subject matter otherwise require:

**“Auditor”** means a person appointed as auditor of the Company;

**“Board”** means the Board of Directors of the Company;

**“Company”** means the Company whose Members have adopted this Constitution;

**“Constitution”** means those rules for the operation of the Company set forth in this Constitution and as amended, modified or supplemented from time to time;

**“Director”** means a person named in Schedule 2: Details of Directors and Secretary upon incorporation or a person who is thereafter elected or re-elected to the Board;

**“Disciplinary Committee”** means a sub-committee of the Board comprising such number of persons as may be decided by the Board whenever business for its consideration arises.

**“FCA General Secretary”** means the person appointed by the GAFCON Primates Council as the General Secretary of the Fellowship of Confessing Anglicans.

**“GAFCON Primates Council”** means the Primates Council of the Global Anglican Future Conference, being the body with ecclesial oversight of the Fellowship of Confessing Anglicans (Australia).

**“Instantaneous Communication Device”** means any device by which the processes of a meeting may be conducted between persons in different places and includes telephone, television or any other audio and/or visual device or technology which permits instantaneous (or near as practical thereto) communication;

**“the Law”** means the *Corporations Act 2001* (Commonwealth) (as amended, modified or enacted from time to time);

**“Member”** means any person whose name appears in the Register as a Member of the Company;

**“person”** means a natural person or other body recognised by law;

**“the Seal”** means the common seal of the Company;

**“Secretary”** means a person named in Schedule 2: Details of Directors and Secretary upon incorporation or a person who is thereafter appointed to perform the duties of a Secretary of the Company;

**“Special Resolution”** has the meaning assigned to that expression by Section 9 of the Law.

### **3.2 Interpretation**

In the interpretation of this Constitution, unless the context or subject matter otherwise require:

- (a) words importing either gender include the other gender;
- (b) singular words include the plural and vice versa;
- (c) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders in council, rules, by-laws and ordinances made under those statutes;
- (d) an expression used in a particular part or division of the Law that is given by that part or division a special meaning for the purpose of that part or division has, in any of these regulations that deals with the matter dealt with by that part or division, unless the contrary intention appears, the same meaning as in that part or division;

- (e) headings and the table of contents are inserted for convenience only and are to be disregarded in the interpretation of this Constitution;
- (f) a reference to dollars (\$) shall mean a reference to Australian dollars, unless otherwise expressly intended.

#### **4 EFFECT OF THE CONSTITUTION**

This Constitution shall have effect as a contract:

- (a) between the Company and each Member;
- (b) between the Company and each Director and Company Secretary; and
- (c) between a Member and each other Member,

pursuant to which each Member agrees to observe and perform the Rules within the Constitution so far as they apply to that Member.

#### **5 OBJECTS**

The principal objects of the Company are:

- (a) to promote the tenets of orthodox Anglican faith and practice as set forth in the *Jerusalem Declaration* (Schedule 6) and in the **Fundamental Declarations** of the Constitution of the Anglican Church of Australia (Schedule 7);
- (b) to help reform, heal and revitalise the Anglican Communion and expand its mission to the world.
- (c) to provide fellowship to orthodox Anglicans who find themselves in a minority position in their own Diocese due to actions of others who depart from orthodox faith and practice.
- (d) doing such acts and things as may be deemed reasonably necessary or incidental to the carrying out of the Company's principal objects.

#### **6 POWERS**

The Company may by resolution or special resolution as the Law requires exercise from time to time any power by the Law a company limited by guarantee may exercise if authorised by its Constitution.



## **7 LIMITED LIABILITY**

The liability of the Members is limited.

## **8 CONTRIBUTION IN THE EVENT OF WINDING UP**

Each Member of the Company undertakes to contribute to the property of the Company, if the Company is wound up while he or she is a Member or within one (1) year after he or she ceases to be a Member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member and of the costs, charges and expenses of winding up and for the adjustment of the rights of the contributors among themselves, such amount as may be required but not exceeding ten dollars (\$10.00).

## **9 NOT FOR PROFIT**

The income and property of the Company however derived shall be applied solely for the benefit and promotion of the Company's objects and no portion thereof shall be:

- (a) paid or transferred directly or indirectly by way of dividends, bonus or otherwise to the Members of the Company; or
- (b) paid to Directors as fees or other remuneration or other benefit in money or money's worth;

provided that nothing in this Rule shall preclude, with the prior approval of the Directors:

- (i) payment in good faith of reasonable and proper remuneration to any Director, officer or servant of the Company or to any Member in return for any services rendered to the Company at fair and reasonable rates or rates more favourable to the Company;
- (ii) reimbursement of reasonable out-of-pocket expenses to any of the Directors, Secretary or servants of the Company for expenses incurred in the conduct of services rendered to the Company at fair and reasonable rates or rates more favourable to the Company;
- (iii) remuneration to any Member of the Company in return for services actually rendered to the Company or for goods supplied in the ordinary course of business at fair and reasonable rates or rates more favourable to the Company;
- (iv) a financial benefit to or on behalf of a Director to which Section 212 of the Law refers; or

- (v) making a payment to a Member in carrying out the Company's charitable purpose(s).

## **10 WINDING UP OR DISSOLUTION**

### **10.1 Surplus assets not to be distributed to Members**

If the company is wound up, any surplus assets must be distributed to a member or a former member of the Company, unless that Member or former Member is a charity described in clause 10.2.

### **10.2 Distribution of surplus assets**

Subject to the Law and any other applicable Act, and any court order, any surplus assets that remain after the Company is wound up must be distributed to one or more charities:

- (a) with charitable purpose(s) similar to , or inclusive of, the purpose(s) in clause 5, and
- (b) which also prohibit the distribution of any surplus assets to its Members to at least the same extent as the company.

The decision as to the charity or charities to be given the surplus assets must be made by a special resolution of Members at or before the time of winding up. If the Members do not make this decision, the Company may apply to the Supreme Court to make this decision.

## **11 MEMBERSHIP**

### **11.1 Members**

The company will be constituted by:

- (a) the Members as at the date of adoption of this Constitution as set out in Schedule 1: List of Members; and
- (b) any other persons that the Board may admit to membership in accordance with the Constitution.

### **11.2 Application for membership**

- (a) In order to be admitted as a Member, every applicant for membership (other than the subscribers) must:

- (i) execute and deliver to the Company an application for membership in the form set out in Schedule 4: Membership Application and Nomination Form;
- (ii) pay to the Company the membership subscription fee (if any) determined by the Board; and
- (iii) produce evidence in a form satisfactory to the Board of having subscribed to the tenets of orthodoxy set forth in the *Jerusalem Declaration* (Schedule 6) and the **Fundamental Declarations** of the Constitution of the Anglican Church of Australia (Schedule 7).

### **11.3 Further information**

An applicant for membership must provide in writing, any other information in addition to that contained in the application, as the Board requires.

### **11.4 Determination of membership application**

- (a) The Board will provisionally determine the outcome of a membership application at the next meeting of the Board following receipt of the application.
- (b) The Board may provisionally accept or reject any application for membership in the Board's absolute discretion subject however to the decision of the Board to accept an application for membership being approved by the GAFCON Primates Council.
- (c) The Board is not required to give or assign any reason or explanation for the approval or rejection of any application for membership.

### **11.5 Notification of determination**

- (a) When an application for membership has been provisionally accepted, the Secretary will:
  - (i) send to the applicant written notice of the provisional acceptance; and
  - (ii) send to the FCA General Secretary written notice of the applicant's name and the acceptance of the applicant as a member for approval by the GAFCON Primates Council; and
  - (iii) upon receiving notice that the GAFCON Primates Council approves the application, enter the applicant's name in the register.

- (b) When an application for membership is rejected, the Secretary will send to the applicant written notice of the rejection and the subscription fee paid, if any, by that applicant will be refunded in full.

### **11.6 Subscription fee**

- (a) The Board may determine the subscription fee payable by any person applying for membership of the Company.
- (b) Until the Directors otherwise determine, no subscription fee is payable.
- (c) The Board may at any time and as many times as they decide, change the subscription fee payable.

### **11.7 Unlimited Members**

The number of members of the Company must be not less than one and there is no upper limit.

### **11.8 Register to be kept**

A register of members shall be kept in accordance with the Law.

### **11.9 Certificates**

- (a) A certificate of membership may be issued by the Company to any Member.
- (b) Any certificate issued will remain the property of the Company and must be returned to the Company on written demand by the Secretary.

### **11.10 Membership not transferable**

- (a) Membership of the Company is not transferable by operation of law or otherwise.
- (b) All rights and privileges of membership of the Company will cease immediately upon a person ceasing to be a Member for any reason.

## **12 MEMBERSHIP CLASS**

### **12.1 Ordinary Members**

Unless and until the Company otherwise resolves, the Company has only one class of membership called "Ordinary Members".

## **13 MEMBERSHIP RIGHTS**

### **13.1 Voting rights of Members**

At a general meeting of the Company, all Members may vote and each Member has only one (1) vote.

### **13.2 Election to Board**

Any Member may seek election to the Board.

### **13.3 Notice of meetings**

All Members have the right to receive notices of general meetings and to speak at all such general meetings subject to the rulings of the Chairperson at such meetings.

## **14 VARYING MEMBERS' RIGHTS**

### **14.1 Special Resolution**

- (a) If the membership of the Company is divided into different classes of Members, the rights attached to any class of membership may be varied with the written consent of 75% of the members in that class or with the sanction of a Special Resolution passed at a meeting of the members of that class.
- (b) The right to vary membership rights in Rule 14.1(a) may be exercised unless otherwise provided by the terms of acceptance of the Members of that class and whether or not the Company is being wound up.

## **15 FEES AND LEVIES**

### **15.1 Fees**

Members shall pay annual membership fees and such other fees in such amounts and at such times as the Board may from time to time determine.

### **15.2 Levies**

In order to provide additional funds required for the operation of the Company, the Board may determine that levies are to be paid by Members and may fix the amount and the dates for payment of them. Until determined by the Board, no such levies will be payable by the Members.

## **16 CESSATION OF MEMBERSHIP**

### **16.1 Non-payment of fees or levies**

If any fees or levies payable by a Member shall remain unpaid for a period of six (6) calendar months after notice of the default is given to the Member by the Company,

that Member may be debarred by resolution of the Board from all privileges of membership (including the right to vote), provided that the Board may reinstate the Member on payment of all arrears if the Board thinks fit to do so.

## **16.2 When membership ceases**

A Member shall cease to be a Member of the Company if:

- (a) the Member resigns that membership by giving notice in writing addressed to the Secretary of the Company and such resignation shall be effective from the date of receipt of the notice by the Secretary;
- (b) the Member's membership is terminated under these Rules and such termination shall be effective from the date of the resolution of the Board;
- (c) the Member dies; or
- (d) the Member becomes of unsound mind or his or her estate is liable to be dealt with in any way under the laws relating to mental competency; or
- (e) the Member becomes bankrupt or makes any arrangements or compositions with his or her creditors generally.

## **16.3 Expulsion of Member**

- (a) A person may be expelled from membership in the Company if:
  - (i) he or she wilfully refuses or neglects to comply with the provisions of this Constitution; or
  - (ii) he or she engages in conduct, which, in the opinion of the Board, is injurious or prejudicial to the interests of the Company.
- (b) If the Board considers that the conduct of a Member warrants expulsion because of one of the reasons listed in sub clause 16.3(a), the Secretary must give notice in writing to the Member of the proposed expulsion. The notice must:
  - (i) set out the full particulars of the conduct in question; and
  - (ii) advise the person of their right to appeal their expulsion before a Disciplinary Committee, provided that they lodge their appeal in writing to the Secretary within twenty-one (21) days of receiving the notice.
- (c) If no appeal is lodged within the time prescribed in sub clause 16.3(b)(ii), the Member shall cease to be a Member at the expiration of the twenty-one (21) day period.

- (d) If an appeal is lodged within the twenty-one (21) day limit, then the Board shall refer the matter to a Disciplinary Committee which will be convened to consider the appeal. The meeting to consider the appeal must be held within two (2) months of the receipt of the appeal by the Secretary unless the appellant and the Disciplinary Committee otherwise agree. The Secretary must inform the Member in writing of the date, time and venue for the meeting before the Disciplinary Committee at least twenty-one (21) days before the meeting.
- (e) At the meeting at which the expulsion is considered, the Disciplinary Committee must afford the appellant natural justice including a reasonable opportunity to be heard and to provide any written submissions in relation to the appeal.
- (f) At the meeting before the Disciplinary Committee, the Disciplinary Committee may, after having considered all relevant matters, expel or decline to expel the appellant from membership of the Fellowship of Confessing Anglicans (Australia) and shall communicate that decision in writing to the Member. The Disciplinary Committee may impose a penalty other than expulsion (such as a fine or some form of service order) only if the appellant agrees to accept that other penalty.
- (g) A Member who is expelled under sub clause 16.3(f) from membership of the Fellowship of Confessing Anglicans (Australia) ceases to be a Member upon receipt of written notice of their expulsion.

#### **16.4 Liability for fees**

If fees for membership in the Company are introduced and a Member's membership is terminated for any reason, notwithstanding anything else to the contrary in this Constitution, the Member shall continue to be liable for any annual membership fee and all arrears due and unpaid at the date of the cessation of membership and for all moneys due by that Member to the Company.

### **17 GENERAL MEETINGS**

#### **17.1 Annual general meeting**

An annual general meeting of the Company shall be held once a year in accordance with the provisions of the Law.

#### **17.2 Business of annual general meeting**

The business to be transacted at every annual general meeting must include all matters required by the Law and if not expressly required by Law shall include the following unless the Company otherwise resolves:

- (a) the consideration of the annual financial report, Directors' reports and Auditor's report;
  - (b) the election of Directors;
  - (c) the appointment of the Auditor;
  - (d) the fixing of the Auditor's remuneration (if any); and
- any other business of which proper notice has been given.

### **17.3 Director may convene general meeting**

- (a) Any Director may, with the written concurrence of one (1) other Director, convene a general meeting.
- (b) The notice convening a general meeting shall state the particular matter(s) to be discussed at the meeting and no business other than that specified in the notice shall be transacted.

### **17.4 Board convening a general meeting at the request of Members**

- (a) The Board must call and arrange to hold a general meeting at the request of not less than twenty-five percent (25%) of the members, provided that the request from the Members:
  - (i) states the motion(s) to be proposed at the meeting;
  - (ii) is signed by the Members making the request; and
  - (iii) is given to the Company.
- (b) Such general meeting must be held no later than two (2) months after the receipt of a duly signed request.

### **17.5 Notice of general meeting**

- (a) A general meeting may be convened only by giving the Members notice of the meeting.
- (b)
  - (i) A notice of general meeting does not need to be given to Members who are not entitled to notice of meetings;
  - (ii) A notice of general meeting may be given electronically or in such other ways as the Board may decide are appropriate to be received by all members entitled to receive the same.



- (c) A notice of a general meeting must:
  - (i) be given at least twenty-one (21) days before the date of the meeting unless otherwise agreed by all the Members entitled to notice; and
  - (ii) specify the place, the day and the time of the meeting; and
  - (iii) describe the nature of the business to be transacted at the meeting; and
  - (iv) contain any other information required by the Law.
- (d) The Board may postpone a general meeting or change the venue for the meeting by giving written notice to all Members who received the original notice of meeting at least forty-eight (48) hours before the appointed time. That notice must specify the time and place for the postponed meeting.
- (e) If a Member does not receive a meeting notice or the Board accidentally omits to give the member a meeting notice, that omission will not invalidate the proceedings or any resolution passed at the meeting.
- (f) No business is to be transacted at any general meeting except that contained in the meeting notice unless agreed by the Members present at the meeting.

## **18 CONDUCT OF BUSINESS AT GENERAL MEETINGS**

### **18.1 Quorum**

- (a) No business shall be transacted at any general meeting unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) The quorum where the number of Members present and entitled to vote is not to be less than twice the total number of Directors present plus one.
- (c) A quorum of Members must be present throughout each general meeting. If a quorum is not present at any time, the meeting is not validly convened but this will not affect the validity of any business conducted before the absence of a quorum occurs.

### **18.2 Procedure where no quorum**

- (a) If a quorum is not present within thirty (30) minutes after the time appointed for the meeting;

- (i) where the meeting was convened upon the requisition of Members, the meeting will be dissolved; or
  - (ii) in any other case, the meeting will be adjourned.
- (b) Any meeting adjourned will be rescheduled to take place on a day and time and at the place that the Board decides.
- (c) If no Directors are present at the meeting or if no decision is made by the Board, the meeting will take place on the same day and at the same time and place as originally notified but in the next succeeding week.
- (d) If at the rescheduled meeting a quorum is not present within thirty (30) minutes after the appointed time, then the meeting will be dissolved unless it is adjourned under sub clause 18.5.

### **18.3 Election of Chairperson**

- (a) The Board will elect one Director to preside as Chairperson at every general meeting. If the Board has elected a Chairperson of the Board, that person will be deemed to be elected as the Chairperson at every general meeting.
- (b) Where a general meeting is held and:
  - (i) a Chairperson of the Board has not been elected;
  - (ii) the Chairperson of the Board is not present within fifteen (15) minutes after the appointed time; or
  - (iii) the Chairperson of the Board is unwilling to act;the Members will elect one Member to be Chairperson of the meeting.

### **18.4 No casting vote**

The Chairperson does not have a casting vote in addition to any vote the Chairperson has as a Member.

### **18.5 Adjournment of meeting**

- (a) The Chairperson may adjourn any meeting of Members.
- (b) An adjournment of a meeting of Members must be made only:
  - (i) with the consent of the meeting provided a quorum is present; or

- (ii) in the case of an adjournment under sub clause 18.2(d), with the consent of the Members present and entitled to vote; or
  - (iii) if directed by the meeting to do so.
- (c) Any adjournment may change the time or the venue for the meeting.
- (d) Only business left unfinished from the adjourned meeting can be transacted at any rescheduled meeting.

### **18.6 Adjournment of thirty (30) days or more**

If a meeting is to be adjourned for thirty (30) days or more, notice of the adjourned meeting must be given as if it were an original meeting.

### **18.7 Adjournment of less than thirty (30) days**

A notice of meeting is not required to be given for an adjourned meeting where the adjournment is for less than thirty (30) days.

### **18.8 Voting**

At any general meeting, a resolution put to the vote of the meeting shall be decided on the voices or on a show of hands unless a poll is demanded:

- (a) by the Chairperson; or
- (b) by at least three (3) Members present in person or by proxy.

### **18.9 Declaration without a poll**

If a poll is not demanded, the Chairperson's declaration that a resolution has been carried or lost with an entry to that effect in the minute book is conclusive evidence of the fact. It is not necessary to record the number or proportion of votes recorded for or against the resolution.

### **18.10 Poll requested**

A poll will be taken immediately if one is demanded or at any other time after an interval or adjournment or otherwise as the Chairperson decides. The result of the poll will be recorded as the resolution of the meeting at which the poll was demanded.

### **18.11 Withdraw poll**

The demand for a poll may be withdrawn at any time by the person or persons who demanded the poll..

### **18.12 Poll of Chairperson**

Any poll demanded on the election of a Chairperson or on a question of adjournment must be taken immediately.

### **18.13 Which Members may vote**

Only those Members who belong to a class of Members who are entitled to vote at a general meeting whether in person or by proxy will be entitled to vote or participate in a circulating resolution.

### **18.14 Voting**

Subject to any rights or restrictions attached to any class of membership:

- (a) at meetings of Members or classes of Members, each Member entitled to vote may vote in person or by proxy; and
- (b) on a show of hands every person present who is a Member or a representative of a Member has one (1) vote and on a poll, every person present in person or by proxy or attorney has one (1) vote.

### **18.15 No voting where unsound mind**

A Member who is of unsound mind and whose person or estate is liable to be dealt with in any way under any law relating to mental competency may not vote in person, but a vote may be cast on his or her behalf, whether on a show of hands or a poll, by his or her committee or by his or her trustee or by such other person who properly has the management of his or her estate, and any such committee, trustee or other person may vote by proxy or attorney.

### **18.16 No voting unless fees fully paid**

If fees are introduced for membership, a Member will be entitled to vote at any general meeting only if all fees and levies and other amounts presently payable by the Member have first been paid.

### **18.17 Rights of third parties to attend meetings**

Even if they are not Members of the Company, the following persons have the right to attend any general meeting, and if requested by the Board, to speak at such meeting:

- (a) external consultants with expert knowledge in a relevant field; or
- (b) any other person invited by the Board.

## **19 RULES FOR VOTING BY PROXY**

### **19.1 Appointment of Proxy**

- (a) A person entitled to attend and vote at a meeting of the Company is entitled to appoint a person as the Member's proxy to attend and vote for the Member at the meeting;
- (b) The proxy must be a Member of the Company.
- (c) An appointment of a proxy may be revoked at any time before the vote to which the proxy relates is exercised by written notice delivered to the Company Secretary.

### **19.2 Proxy in writing**

Any instrument appointing a proxy must be in writing and signed by:

- (a) the appointor; or
- (b) the appointor's attorney.

### **19.3 How the proxy is to vote**

If the document appointing the proxy specifies how the proxy is to vote in relation to a resolution, the proxy must vote as specified in the document. Any vote tendered otherwise is invalid and must be disregarded.

### **19.4 Authority for a poll**

A document appointing a proxy confers the authority to demand a poll.

### **19.5 Form of proxy**

The appointment of a proxy must be substantially in the form as set out in Schedule 5: Appointment of Proxy Form.

### **19.6 Delivery of proxy before meeting**

- (a) The appointment of a proxy is not valid unless the following documents are received by the Company at least forty-eight (48) hours before the meeting:
  - (i) the proxy's appointment; or
  - (ii) if the appointment is signed by the appointor's attorney – the authority under which the appointment was signed or a certified copy of the authority.

- (b) The relevant documents may be delivered to the Secretary at least forty-eight (48) hours before the commencement of the meeting.
- (c) The relevant documents must be delivered to:
  - (i) the Secretary personally;
  - (ii) the Company's registered office; or
  - (iii) any other place in Australia specified in the notice convening the meeting.

### **19.7 Validity of proxy vote**

A vote tendered in accordance with a proxy or power of attorney is valid even if:

- (a) the appointor or principal dies or becomes mentally incapacitated; or
- (b) the proxy or power of attorney is revoked in any way.

### **19.8 Instrument not valid**

An instrument appointing a proxy will not be valid after the expiration of twelve (12) months from the date of its execution.

## **20 DIRECTORS**

### **20.1 Appointment to the Board**

- (a) The Company shall be governed by a Board.
- (b) The Board must be elected at an annual general meeting.

### **20.2 Number of Directors**

- (a) Any two (2) Members may nominate any Member to serve as a Director of the Fellowship of Confessing Anglicans (Australia).
- (b) The Company may by ordinary resolution passed at a general meeting increase or decrease the number of Directors but must not reduce the minimum number of Directors below seven (7).

### **20.3 Election of Directors**

- (a) Any two (2) Members may nominate any Member to serve as a Director of the Fellowship of Confessing Anglicans (Australia).
- (b) The nomination must be in writing and signed by the nominee, the proposer and seconder, and shall be in the form provided in Schedule 3: Director Nomination Form. The nomination shall be provided to the Chairperson or Secretary not less than fourteen (14) days before the annual general meeting at which the election is to take place.
- (c) A Member present at the annual general meeting shall be entitled to vote in a first-past-the-post secret ballot for the election of Directors to the Board.

#### **20.4 Office of Directors**

Each Director shall take office at the first meeting of the Board after the general meeting at which he or she is elected.

#### **20.5 Rotation of Directors**

- (a) At the first annual general meeting of the Company, all the Directors must retire from office.
- (b) At each subsequent annual general meeting, one-third (1/3) of the Directors, or if their number is not a multiple of three (3), the number nearest to one-third (1/3), must retire from office.
- (c) The Directors to retire at an annual general meeting are those who have been longest in office since their last election. In the case of persons who became Directors on the same date, the Directors to retire will be determined by lot.
- (d) Should a Director's initial period in office be either one or two years, in accordance with Clause 20.5(b) herein, such Director will then remain eligible to serve a further term of three years each before becoming ineligible for re-nomination in accordance with the provisions of Clause 20.5(e) herein.
- (e) A Director who is ineligible for re-nomination because of the provisions of Clause 20.6 will again be eligible for nomination after a period of not less than 12 months since such Director retired from the Board.

#### **20.6 Eligibility to re-nominate**

A retiring Director shall be eligible for re-election following re-nomination subject however to the condition that no Director shall be eligible for re-nomination if that Director has served two consecutive terms each of three years immediately prior to retirement at the conclusion of such terms.

## **20.7 Re-election of retiring Directors**

The Company may, at the meeting at which a Director so retires, by resolution, fill the vacated office by electing a person to that office. If that office is not so filled, the retiring Director shall, if offering himself or herself for re-election and not being disqualified under the Law from holding office as a Director, be deemed to have been re-elected unless at that meeting:

- (a) it is expressly resolved not to fill the vacated office; or
- (b) a resolution for the re-election of the Director is put and lost.

## **20.8 Removal of Director**

- (a) The Company may by ordinary resolution remove any Director and appoint another Director as a replacement.
- (b) Any Director so appointed shall hold office in the manner as specified in sub clause 20.5.

## **20.9 Subcommittees**

- (a) Directors may be appointed to any one or more subcommittees that the Board may think fit to establish.
- (b) The Board may from time to time establish a Disciplinary Committee which will consist of three (3) Members.
- (c) The Disciplinary Committee must be provided with such resources as are reasonably necessary to discharge its duties including independent legal advice and assistance.

## **20.10 Reimbursement of expenses**

Subject to the approval of the Board, a Director shall be entitled to be reimbursed out of the funds of the Company for all reasonable expenses properly incurred by them:

- (a) in attending Board or committee meetings;
- (b) in attending general meetings of the Company; or
- (c) in connection with the Company's business.

## **20.11 Vacancy in Board**

The office of a Director becomes vacant if:



- (a) required by the Law;
- (b) the Director is removed under these Rules;
- (c) the Director dies or becomes mentally incapacitated or the Director's estate is liable to be dealt with under a law relating to mental competency;
- (d) the Director becomes bankrupt or makes any arrangement or composition with creditors;
- (e) the Director resigns or ceases to be a Member;
- (f) the Director is absent from three (3) consecutive meetings of the Board without leave of the Board.

## **20.12 Filling of Vacancy**

If there is a vacancy on the Board, the Board may appoint such Member as it thinks fit to fill the vacancy and the person so appointed shall hold office, subject to the rules in this Constitution, until the conclusion of the next annual general meeting following the date of his or her appointment.

## **21 POWERS AND DUTIES OF THE BOARD**

### **21.1 Powers and duties of the Board**

Subject to the Law and to any other provisions of this Constitution, the Board:

- (a) will have control and management of the activities, property, and funds of the Company;
- (b) must pay all expenses incurred in forming the Company; and
- (c) may exercise all the powers of the Company except any powers that, by the Law or by this Constitution, are required to be exercised by the Company in general meeting.

### **21.2 Specific powers of the Board**

Notwithstanding the generality of the sub clause 21.1, the Board shall have the following powers:

- (a) To make, alter or repeal by-laws as to:

- (i) the management of the Company and the affairs thereof;
- (ii) the duties of any officers or servants of the Company;
- (iii) the conduct of business by the Board or any subcommittee; or
- (iv) any of the matters or things within the power of under control of the Board.

For the purposes of this sub clause, no by-law may be inconsistent with this Constitution or with the provisions of the Law, and any by-law in relation to any subcommittee responsible for the management of a tax deductible fund must not be inconsistent with the conditions of such tax deductibility;

- (b) To authorise any Director or other person nominated by the Board to sign all cheques, promissory notes, drafts, bills of exchange and other negotiable instruments and to sign all receipts for money paid to the Company as the case may be; and
- (c) To authorise payment by the Company of an insurance premium in respect of liability incurred as an officer of the Company to which Section 212 of the Law refers.

### **21.3 Minutes**

The Board must ensure that proper minutes are made of:

- (a) all general meetings of the Company;
- (b) all appointment of officers;
- (c) the proceedings of all general meetings;
- (d) the attendance at and business transacted at general meetings;

and the minutes of any meeting, if purporting to be signed by the Chairperson of the meeting or by the Chairperson of the next succeeding meeting, will be conclusive evidence of the matters recorded in them without any further proof.

## **22 PROCEEDINGS OF THE BOARD**

### **22.1 Regulation of meeting**

- (a) The Board may meet together for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit.

- (b) Two (2) or more Directors, or the Chairperson alone, may, at any time call a meeting and the Secretary shall, on their or his or her requisition, summon a meeting of the Board.

## **22.2 Notice of meeting**

Notice of every meeting of the Board, stating in general terms, all business to be considered at such meeting, shall be sent to each Director at least three (3) days before such meeting is due to be held unless urgent circumstances require shorter notice.

## **22.3 Decisions by majority**

- (a) Subject to this Constitution, questions arising at any meeting of the Board shall be decided by a majority of votes. A determination by a majority of the Directors present shall, for all purposes, be deemed to be a determination of the Board.
- (b) In the case of an equality of votes, the motion lapses.

## **22.4 Quorum**

- (a) The quorum necessary for the transaction of the business of the Board must be a minimum of four Directors.
- (b) A quorum must be present throughout each meeting of the Board. If a quorum is not present at any time, the meeting is not validly convened but this does not affect the validity of any business conducted before the absence of a quorum occurs.

## **22.5 Board to continue to act**

- (a) If a vacancy on the Board occurs, the remaining Directors on the Board may continue to act as long as the number of Directors present still constitutes a quorum.
- (b) If the number of remaining Directors is insufficient to constitute a quorum, the Board may act only for the purpose of increasing the number of Directors to that required to constitute a quorum or to convene a general meeting.

## **22.6 Validity of acts of the Board**

All acts done by any meeting of the Board or by any person acting as a Director will be valid even though it subsequently becomes known:

- (a) that there was some defect in the appointment of a person to be a Director; or
- (b) that a person appointed was disqualified.

#### **22.7 Delegation of powers to subcommittees**

- (a) The Board may delegate any of its powers and functions (not being duties imposed on the Board as the Directors of the Company by the Law or the general law) to one or more subcommittees consisting of such members of the Board as the Board thinks fit.
- (b) Any subcommittee so formed shall conform to any by-laws that might be imposed by the Board and shall have power to co-opt any Member or Members of the Company.

#### **22.8 Resolution in writing**

- (a) The Directors may pass a resolution without a Directors' meeting being held if all the Directors are entitled to vote on the resolution, sign a document containing a statement that they are in favour of the resolution set out in the document.
- (b) Separate copies of a document may be used for signing by the Directors if the wording of the resolution and the statement is identical in each copy.
- (c) The resolution is passed when the last Director signs.

#### **22.9 Electronic communication**

- (a) For the purposes of this Constitution, the contemporaneous linking together by Instantaneous Communication Device of a number of Directors being not less than the quorum (whether or not any one or more of the Directors is out of Australia), shall be deemed to constitute a meeting of the Board duly convened and held with persons actually present so long as:
  - (i) all the Directors being entitled to receive notice of the Directors' meeting shall receive notice of such a meeting and such notice may be given by any means authorised by this Constitution;
  - (ii) each of the Directors taking part in the meeting by Instantaneous Communication Device must be able to hear the Chairperson and each of the other Directors taking part during the meeting; and

- (iii) at the commencement of the meeting, each Director must acknowledge his or her presence to all the other Directors taking part.
- (b) A Director may not leave the meeting by disconnecting his or her Instantaneous Communication Device unless he or she has previously obtained the express consent of the Chairperson of the meeting.
- (c) A Directors' meeting by Instantaneous Communication Device shall not be invalidated by any voluntary or involuntary disconnection of a participant, provided that sufficient persons are still able to hear each other to constitute a quorum.
- (d) A minute of the proceedings at a meeting by Instantaneous Communication Device shall be prepared by the Secretary or such duly appointed person and shall be prima facie evidence of the proceedings and of the observance of all necessary formalities if certified as a correct minute by the Chairperson of the meeting.

## **23 CHAIRPERSON**

### **23.1 Election of Chairperson**

The Chairperson shall be elected for one (1) year by a majority decision of the Board from their number at the first meeting after each annual general meeting.

### **23.2 Chairperson to preside**

- (a) If the Directors have elected one of their number as Chairperson of their meetings, he or she shall preside as Chairperson at every general meeting.
- (b) Where a general meeting is held and;
  - (i) a Chairperson has not been elected as provided by sub clause 23.1; or
  - (ii) the Chairperson is unwilling to act or unable to attend the meeting;
 the Members present may elect one of their number to be Chairperson of the meeting.
- (c) The Chairperson does not have a casting vote in addition to any vote the Chairperson has as a Member.

### **23.3 Chairperson's membership of subcommittees**

The Chairperson is an ex officio member of all subcommittees from time to time created and shall be notified of the time and place of all meetings of subcommittees unless the Chairperson or the Board otherwise directs.

## **24 SECRETARY**

- (a) The Secretary will be appointed by the Board on terms and conditions determined by the Board.
- (b) The Board may appoint a person as an additional Secretary or as acting Secretary or as a temporary substitute for the Secretary who will, for the purposes of these Rules, be deemed to be the Secretary.
- (c) The Board may at any time remove or replace the Secretary.
- (d) The Secretary does not have the right to vote unless the Secretary is also a Director.

## **25 INTERESTED DIRECTORS**

### **25.1 Notice requirements**

Provided that a Director of the Company who is in any way directly or indirectly interested in a contract or proposed contract with the Company, or in any contract or arrangement entered into by or on behalf of the Company, has declared the nature of his or her interest at a meeting of the Board, and the Board has passed the resolution that:

- (a) specifies the Director and their interest in the matter; and
- (b) states that the Directors voting for the resolution are satisfied that the interest should not disqualify the Director from considering or voting on the matter, then:
  - (i) such Director shall not be disqualified by his or her office from contracting with the Company either as vendor, purchaser or otherwise;
  - (ii) no contract made by that Director with the Company and no contract or arrangement entered into by or on behalf of the Company in which that Director is in any way interested shall be voided by reason only of such Director holding his or her office or of the fiduciary relationship thereby established;
  - (iii) the Director so contracting or being so interested shall not be liable to account to the Company for any profit realised by such contract or arrangement or by reason only of such Director holding his or her office or of the fiduciary relationship thereby established; and
  - (iv) such Director may in respect of any contract or arrangement in which he or she is so interested may:

- (a) vote;
- (b) execute any deed or document on behalf of the Company; and
- (c) count in a quorum.

## **25.2 Sufficient disclosure**

A general notice that a Director is a Director or Member of any specific Company or firm and is to be regarded as interested in all subsequent transactions with such Company or firm shall be sufficient disclosure under these Rules in relation to any contract, proposed contract or arrangement so made by such Company or firm.

## **25.3 Other office may be held**

A Director may hold any other office or position of profit, except that of auditor, in the Company in conjunction with his or her directorship and may be appointed upon such terms as to remuneration, tenure of office, or otherwise as the Board decides.

# **26 SIGNING ON BEHALF OF THE COMPANY**

## **26.1 Signing by company**

The Company may execute a document without using a common seal if the document is signed by:

- (a) two (2) Directors of the Company; or
- (b) a Director and the Secretary of the Company.

## **26.2 Common seal**

The Company may use a common seal. If the seal is affixed to a document, the seal is to be witnessed by:

- (a) two (2) Directors of the Company; or
- (b) a Director and the Secretary of the Company.

# **27 ACCOUNTS**

## **27.1 Proper records to be kept**

- (a) The Board must ensure that proper accounting and other records are kept.
- (b) At the end of each financial year prior to the annual general meeting, the following financial statements must be distributed to each Member by any of the methods referred to in sub clause 29.1:
  - (i) a Statement of Financial Performance; and
  - (ii) a Statement of Financial Position.

## **27.2 Bank accounts**

- (a) The Board shall cause to be opened with such bank as the Board selects a bank account in the name of the Company into which all moneys received shall be paid as soon as possible after receipt thereof.
- (b) All cheques on such account may be signed by one Director and counter signed by another Member of the Board.
- (c) No cheque shall be drawn on the Company's bank account except for the payment of expenditure that has been authorised by the Board.

## **28 AUDIT**

### **28.1 Audits generally**

The Company must appoint a properly qualified Auditor who shall report and otherwise discharge his or her duties as Auditor of the Company under the Law.

## **29 NOTICES**

### **29.1 Form of notice**

A notice is to be given by the Company to the intended recipient by sending it either:

- (a) by post to the intended recipient's registered address; or
- (b) by facsimile to the intended recipient's registered facsimile number; or
- (c) by email to the intended recipient's email address; or
- (d) by any other means authorised by the Law.



## **29.2 Notice by post**

Where a notice is sent by post, service of the notice shall be deemed to be effective by properly addressing, prepaying and posting a letter containing the notice, whether the notice forms part of or is accompanied by other material, and to have been effected in the case of a notice of a meeting, on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

## **29.3 Notice by facsimile**

Where a notice is sent by facsimile, service of the notice shall be deemed to be effected on the date of its transmission.

## **29.4 Notice by email**

Where a notice is sent by email, service of the notice shall be deemed to be effected when notification that the email has been delivered is received from the Member's email server.

## **29.5 Manner of notice**

Notice of every general meeting shall be given in any manner authorised in this Constitution to every Member eligible to attend and whether or not eligible to vote at general meetings and whose name and address are recorded in the Register.

## **29.6 Irregularity may not invalidate meeting**

The accidental omission to give notice of the meeting or the non receipt by a Member of a notice of meeting shall not invalidate the proceedings at any meeting of the Company.

## **30 INDEMNITY**

### **30.1 Indemnity against liability**

To the extent permitted by the Law, the Company shall indemnify every person who is, or who has been a Director or officer of the Company against:

- (a) any liability incurred by them in their capacity as a Director or officer, to a person other than the Company, except where the liability relates to a wilful breach or a contravention of Sections 181-184 of the Law; or
- (b) any liability for legal costs or expenses incurred by them in defending any proceedings in which judgment is given in their favour; or

- (c) any liability for legal costs or expenses incurred by them in defending any proceedings in which they are acquitted or the Court grants relief in their favour.

### **30.2 Insurance**

To the extent permitted by the Law, the Company may insure or pay any premiums on a policy of insurance for a Director or officer of the Company against any liability for which the Company indemnifies the Director or Officer under sub clause 30.1.

### **30.3 Resolution to grant indemnity**

A Director may vote in favour of a resolution that the Company grant an indemnity pursuant to sub clause 30.1, take insurance or pay the premiums on an insurance policy pursuant to sub clause 30.2 even though the Director has a direct and material interest in the outcome of that resolution.

## **31 ALTERATION OF CONSTITUTION**

### **31.1 Method of altering Constitution**

- (a) Any alternation to the Constitution must comply with Section 150 of the Law.
- (b) The Board must notify the Australian Securities and Investment Commission if the Constitution is modified to remove any of the requirements or prohibitions specified in Section 150 of the Law.

## **32 AMALGAMATION**

### **32.1 Amalgamation generally**

In furtherance of the objects of the Company, the Company may amalgamate with any one or more organisations having objects similar to those of the Company and which shall prohibit the distribution of its income and property amongst its Members and which is a fund, authority or institution which is exempt from income tax under Section 50-5 of the *Income Tax Assessment Act 1997* (Commonwealth).

**SCHEDULE 1**  
*List of Members upon incorporation*

	<b>Name</b>	<b>Address</b>	<b>Occupation</b>
1	Stephen Carnaby		
2	Richard Condie		
3	Glenn Davies		
4	Jenny George		
5	Paul Hunt		
6	Joshua Kuswadi		
7	Christopher Purton		
8	Kanishka Raffel		
9	Graham Robinson		
10	Trevor Saggars		
11	Claire Smith		
12			
13			
14			
15			
16			
17			
18			
19			
20			

**SCHEDULE 2**  
*Details of Directors and Secretary upon incorporation*

*Director*

<b>Name</b>	<b>Address</b>	<b>Date of Birth</b>	<b>Place of Birth</b>	<b>Occupation</b>
Stephen Carnaby				
Richard Condie				
Glenn Davies				
Paul Hunt				
Joshua Kuswadi				
Christopher Purton				
Kanishka Raffel				
Graham Robinson				
Trevor Saggars				
Claire Smith				

*Secretary*

<b>Name</b>	<b>Address</b>	<b>Date of Birth</b>	<b>Place of Birth</b>	<b>Occupation</b>
Joshua Kuswadi				

**SCHEDULE 3**  
***Director Nomination Form***

**Nominee's Declaration**

I, ....., hereby consent to my nomination for election as a Director of the Fellowship of Confessing Anglicans (Australia) according to the terms of the Constitution of the Fellowship of Confessing Anglicans (Australia).

I certify that I am a Member of the Fellowship of Confessing Anglicans (Australia).

Signed this ..... day of ..... 20.....

.....  
**Nominee for Director**

**Nomination**

I, ....., being a Member of the Fellowship of Confessing Anglicans (Australia) hereby certify that the abovenamed applicant is a person suitable to be a Director of the Fellowship of Confessing Anglicans (Australia).

Signed this ..... day of ..... 20.....

.....  
**Proposer**

I, ....., being a Member of the Fellowship of Confessing Anglicans (Australia) hereby certify that the abovenamed applicant is a person suitable to be a Director of the Fellowship of Confessing Anglicans (Australia).

Signed this ..... day of ..... 20.....

.....  
**Secunder**

**SCHEDULE 4**  
***Membership Application and Nomination Form***

**Application**

I, ....., of ..... hereby apply to be a Member of the Fellowship of Confessing Anglicans (Australia) according to the terms of the Constitution of the Fellowship of Confessing Anglicans (Australia).

I subscribe to the tenets of orthodoxy as set forth in the ***Jerusalem Declaration*** and the **Fundamental Declarations** of the Constitution of the Anglican Church of Australia.

Signed this ..... day of ..... 20.....

.....  
**Applicant for Membership**

**Nomination**

I, ....., being a Member of the Fellowship of Confessing Anglicans (Australia) hereby certify that the abovenamed applicant is a person suitable to be a Member of the Fellowship of Confessing Anglicans (Australia) and propose that such person be admitted into membership as a Member.

Signed this ..... day of ..... 20.....

.....  
**Proposer**

I, ....., being a Member of the Fellowship of Confessing Anglicans (Australia) hereby certify that the abovenamed applicant is a person suitable to be a Member of the Fellowship of Confessing Anglicans (Australia) and second the proposal that such person be admitted into membership as a Member.

Signed this ..... day of ..... 20.....

.....  
**Secunder**

**SCHEDULE 5**  
*Appointment of Proxy Form*

**THE FELLOWSHIP OF CONFESSING ANGLICANS (AUSTRALIA)**

I, ....., of.....

being a member of the Fellowship of Confessing Anglicans (Australia) entitled to vote,  
hereby appoint

..... of .....

or failing him or her ..... of .....

.....

as my proxy to vote for me on my behalf at the general meeting of the Fellowship of  
Confessing Anglicans (Australia) to be held on the

.....day of ..... 20 ..... and at any adjournment  
thereof.

My proxy is hereby authorised to vote \*in favour of/\*against the following resolutions:

.....

.....

Signed this ..... day of ..... 20 .....

*Note: In the event of the Member desiring to vote for or against any resolution, he or she shall instruct his or her proxy accordingly. Unless otherwise instructed, the proxy may vote as he or she thinks fit.*

.....  
If the Member is unable to sign, the Member's attorney signs here.

*\*Strike out whichever is not desired.*

**SCHEDULE 6**  
***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, judgment 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.

**SCHEDULE 7**  
**THE FUNDAMENTAL DECLARATIONS OF THE CONSITUTION OF THE**  
**ANGLICAN CHURCH OF AUSTRALIA**

1. The Anglican church of Australia, 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 primitive times and in particular as set forth in the creeds known as the Nicene Creed and the Apostles' Creed.
2. This Church receives all the canonical scriptures of the Old and New Testaments as being the ultimate rule and standard of faith given by inspiration of God an containing all things necessary for salvation.
3. This 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.

