

RULES AND CONSTITUTION FOR THE ANGLICAN COMMUNITY OF SAINT MARK (INCORPORATED)



1. Purpose

- 1.1 The Anglican Community of Saint Mark Incorporated (“the Community”) is a Christian Community within the meaning of Canon XXXVIII of the Anglican Church in Aotearoa, New Zealand, and Polynesia.
- 1.2 The Purpose of the Community is to:
- (a) promote the saving grace of Jesus Christ through effective disciple-making and Kingdom-enlarging communities; and
 - (b) to protect the theological conviction of its affiliates and members.

2. Belief and Theological Conviction

- 2.1 The Doctrine of the Community is expressed in:
- (a) The Formularies, and the Constitution / Te Pouhere of the Anglican Church of the Province of Aotearoa, New Zealand, and Polynesia (ACANZP) 1992; and
 - (b) the Christian Community Covenant.
- 2.2 The Community agrees that: “The Church has received and articulated an understanding of intimate human relationships which it expresses through her doctrine of marriage between a man and a woman, and is life-long and monogamous. We uphold this traditional doctrine of marriage” (61st General Synod 2014 Motion 30).
- 2.3 The Community recognises the Te Tiriti o Waitangi and is committed to the partnership between the Tikanga created by Te Pouhere.
- 2.4 Affiliate, Associate, and Individual Membership of the Community require assent to The Anglican Community of Saint Mark Covenant (Appendix I).

3. Objects

- 3.1 The Objects of the Community are to:
- (a) promote the saving grace of Jesus Christ through effective disciple-making and Kingdom-enlarging communities;
 - (b) advocate for orthodoxy within ACANZP;
- and to provide its Affiliates, Associates, and Individual Members with:
- (c) protection of their Anglican theological conviction;
 - (d) episcopal support and advocacy;
 - (e) clerical and lay leadership; and
 - (f) a pathway to Holy Orders for individual members.

4. Membership

- 4.1 A Ministry Unit may become an Affiliate of the Community by the resolution of a duly constituted congregational meeting; providing that the decision is passed with a two-thirds majority and is confirmed in writing over the signatures of the Churchwardens and the Vicar/Priest-in-Charge.
- 4.2 Ministry Units may disaffiliate using the procedure required to disaffiliate in Canon XXXVIII.
- 4.3 If a Ministry Unit affiliates with the Community, then no person may be appointed as Dean; Vicar or Co-Vicar of the Affiliated Local Ministry and Mission Unit / Minita-a-Rohe; Chaplain / Taiparani; Warden / Kaihautu; Missioner; Deacon / Priest-in-Charge; Local Priest / Deacon / Minita-a-Iwi of that Ministry Unit unless he or she is a member, or otherwise subscribes to the beliefs and discipline of the Community by signed assent to The Anglican Community of Saint Mark Covenant, except that where the appointment is for an interim period, any clergy person may be appointed by agreement with the Ministry Unit.
- 4.4 Other groups may become Associate Members by majority motion of their Governing Body / Vestry including assent to The Anglican Community of Saint Mark Covenant (Appendix I). Associate Members have the same rights of Representation at Convocation as Affiliate Parishes but do not have the protection of Clause 4.3.
- 4.5 Associate Members may dis-associate in writing following a motion of their Governing Body / Vestry.
- 4.6 Individuals may become members the Community by either written or online application, including their affirmation of The Anglican Community of Saint Mark Covenant. Clergy applications shall be approved by the Standing Committee of the Convocation.
- 4.7 Individuals may resign from the Community at any time in writing.
- 4.8 Individuals may be suspended or expelled by the Standing Committee in accordance with clause 10.5.

5. The Protector

- 5.1 The Protector of the Community shall be a Bishop in active Episcopal ministry within ACANZP chosen by the Convocation of the Community.

- 5.2 The Protector will support and advocate for the Affiliates, Associates and Individual members and members of the Community, including the appointment of clergy, and shall act as the spiritual leader of the Community.
- 5.3 In matters of discipline involving the Diocesan Bishop, the Protector shall act as advocate and supporter.
- 5.4 The Protector shall serve as the arbiter within the Community in matters which the members of the Community cannot resolve using the processes set out in clause 17.
- 5.5 In matters of Discipline of clergy and license holders internal to The Community the Protector will use the procedures of Title D of the Canons of the Church.

6. Annual Convocation

- 6.1 An annual Convocation of the Community shall be held consisting of equal clerical and lay representation from each Affiliated or Associate Ministry Unit and provide for the representation of Individual Members.
- 6.2 The formal business of the Convocation shall be conducted initially according to the current Standing Orders of the Diocese of Nelson, following the procedures set out in the [Diocese of Nelson Structures Statute 2021](#).
- 6.3 The annual Convocation shall elect a Standing Committee consisting of five clerical and five lay members, together with any bishops of the Community. The term of appointment shall be for two years, with one half of the clergy and lay membership retiring each year, but being eligible for re-election.
- 6.4 The annual Convocation of the Community may establish an annual budget and ratify the proposed annual contribution for each member ministry unit.
- 6.5 The Convocation of the Community may liaise with the Protector to nominate a candidate for the office of Assistant Bishop to the Protector for the purposes of the Community.
- 6.6 A schedule of Standing Resolutions may be kept in order for motions to gain long-term application. The Convocation may make a Standing Resolution by agreeing a motion and then moving that that motion become a Standing Resolution on a two thirds majority vote. Such Standing Resolutions shall stand until revoked by Convocation and may have the form of future amendments to the Constitution.

7. Standing Committee

- 7.1 The management of the Community and the administration of the rules is vested in a committee (referred to throughout these rules as the "Standing Committee") of ten members. The Standing Committee shall consist of five clerical and five lay members from whom shall be appointed the Chairperson.
- 7.2 The term of appointment shall be for two years, with one half of the clergy and lay membership retiring each year, but being eligible for re-election.
- 7.3 The members of the Standing Committee are to be elected at the expiration of their respective terms of office by ballot at the annual Convocation. The Standing Committee is deemed to be fully and properly constituted notwithstanding that the full membership of the Standing Committee may not be elected or that any vacancies may occur.

8. Retirement and Removal of Committee Members

- 8.1 Any Committee Member may resign from the Standing Committee by giving one (1) month's notice in writing; and such resignation shall take effect from the date specified in the notice.
- 8.2 The office of Committee Member shall become vacant if any Committee Member:
- (a) resigns;
 - (b) becomes by reason of his or her health unable to continue as Committee Member;
 - (c) is absent from three (3) consecutive meetings of the Standing Committee without leave;
 - (d) refuses to act;
 - (e) becomes of unsound mind (if necessary as certified by a qualified medical practitioner) or becomes a protected person under the Protection of Personal and Property Rights Act 1988;
 - (f) becomes bankrupt or enters into a composition with creditors;
 - (g) dies;
 - (h) is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under Section 382 or Section 383 or Section 385 of the Companies Act 1993; or
 - (i) is dismissed under the provisions of this Constitution.
- 8.3 The Standing Committee shall have the power to dismiss a Committee Member, by notice in writing, if such Committee Member is found to have acted in an offensive, unreasonable, or inappropriate manner in carrying out his or her duties as a Committee Member, or if that Committee Member fails at any time to act and behave in a manner deemed acceptable to the Standing Committee, either personally or professionally,

such Committee Member shall immediately cease to be a Committee Member of the Standing Committee.

- 8.4 Any vacancy on the Standing Committee shall be filled as soon as convenient by the remaining Committee Members, but notwithstanding any such vacancy the remaining Committee Members shall during any such vacancy have the same powers, authorities and discretions, and may act in all respects, as if the Standing Committee comprised the maximum number of Committee Members.

9. Administration

- 9.1 **Standing Committee Meetings:** The Standing Committee shall meet at such times and places as it determines, at least three times per annum.
- 9.2 **Officers:** The Chairperson shall be elected at the first meeting of the Standing Committee after the annual Convocation. The Standing Committee shall appoint the officers of Secretary and Treasurer. These offices may be combined. The Secretary and Treasurer need not be members of the Standing Committee.
- 9.3 **Chairperson:** The chairperson shall preside at all meetings of the Standing Committee at which he or she is present. In the absence of the chairperson from any meeting the members present shall appoint one of their number to preside at that meeting.
- 9.4 **Quorum:** At any meeting of the Standing Committee a majority of committee members shall form a quorum, and no business shall be transacted unless a quorum is present.
- 9.5 **Voting:** All questions before the Standing Committee shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall be put as a motion to be decided by a two-thirds majority of votes. All members of the Standing Committee have one vote only and the Chairperson has the casting vote and in the event of the Chairperson's absence, the acting Chairperson has the casting vote.
- 9.6 **Minutes:** The Secretary shall keep minutes of all Standing Committee meetings which shall be available for inspection by all Community members at reasonable times.
- 9.7 **Treasurer:** The Treasurer shall report to the Standing Committee as to the income and expenditure of the Community at each general meeting of the Standing Committee and at the annual Convocation. The Treasurer shall present an annual financial statement to the Community at each annual Convocation.
- 9.8 **Resolutions:** A resolution in writing signed by all the members of the Standing Committee for the time being shall be as valid and effectual as if it had been passed by a meeting of the Standing Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by all committee members present.

- 9.9 **Method of holding meetings:** A meeting of the Standing Committee may be held either as set out in clause 9.1 or by means of audio or audio visual communication by which all the Standing Committee members participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 9.10 **Independent Review:** The Standing Committee, if intending to do so, may at the Annual Convocation appoint an independent reviewer who shall review the accounts of the Community once every year, and such reviewer shall have access at all reasonable times to the books and accounts of the Community and shall make a report to the Standing Committee on the accounts and state whether the same exhibit a true and fair record and view of the results and state of affairs of the Community.

10. Standing Committee's powers and duties

- 10.1 The administration of the rules of the Community is the responsibility of the Standing Committee.
- 10.2 The day-to-day management of the Community is the responsibility of the Secretary (but may be delegated to any Officer, Contractor or employee).
- 10.3 The Standing Committee has the power to make by-laws and regulations, authorise expenditure over a designated amount, appoint committees, acquire leases, employ, contract, hire or dispense with staff as required, and in all things conduct the business of the Community.
- 10.4 At the initiative of the Chairperson or on receipt of a requisition signed by not less than two-thirds of the members of the Standing Committee, the Chairperson is to call a special meeting of the Standing Committee by notifying each member in writing three days before the time fixed for the meeting, but in the event of forfeiture of the office of any member as provided for in Rule 8.3, the Standing Committee shall meet within seven days of such forfeiture and the member whose seat has been forfeited may to attend such meeting to appeal the decision.
- 10.5 The Standing Committee has the power to suspend or expel any member for misconduct or wilful infringement of the rules or by-laws, but the member must be immediately informed of the Standing Committee's decision in writing, and relating to such expulsion, the member has the right of appeal if desired.
- 10.6 The Community may cover all travel, accommodation and other expenses of each Standing Committee member which arises from any of their formal activities including their regular meetings.

- 10.7 The common seal of The Community shall be that agreed upon by the Standing Committee who shall be responsible for the safe custody and control thereof.
- 10.8 Whenever the common seal of The Community is required to be affixed to any deed document, writing or other instrument, the seal shall be affixed pursuant to a resolution of the Standing Committee in the presence of any two members of the Standing Committee who shall sign the document to which the seal is so affixed.

11. The Duties of the Secretary

- 11.1 The duties of the Secretary shall include (but may be delegated to any Officer, Contractor or employee):
- (a) Liaising with the Treasurer to keep accurate accounts of the Community.
 - (b) Keeping a register of members.
 - (c) Acting as the Contact Person for the Community.
 - (d) Conducting all correspondence of the Standing Committee.
 - (e) Preparing and submitting to the Standing Committee for its approval the reports mentioned in Rule 9.
 - (f) Forwarding by post or electronic mail to all members all notices required by the rules to be so forwarded.
 - (g) Preparing and forwarding to the Registrars as required under the Incorporated Societies Act 2022 and Charities Act 2005, the annual return of the income and expenditure, funds and effects and number of members and any other return required by the Government under any Act of Parliament and notifying the Registrars within fourteen days of any change of the registered office of the Community.
 - (h) Providing full and complete access to the Chairperson on receipt of three days previous notice in writing from the Chairperson requiring him or her to do so, all the books, papers and documents relating to the Community or its affairs.
 - (i) Performing any other duty imposed upon the Secretary by these rules and generally carrying out the instructions of the Standing Committee and the Chairperson.

12. Finance

- 12.1 **Collect Funds:** The Standing Committee shall set the annual subscriptions for membership and shall have the power to raise donations, receive financial contributions, and collect monies by any lawful means and receive, accept and enlist financial support, sponsorship donations, legacies, endowments or bequests from any source. The Community may also conduct fund raising campaigns in order to further the Objects if the Standing Committee deems such action to become necessary.
- 12.2 **Investment of funds:** Any funds not required to meet the usual accruing liabilities shall be invested in any way which the Standing Committee deems appropriate (and as authorised by law) including on mortgage of land.

- 12.3 **Lease and Acquire Property:** The Community may hold, purchase, acquire by gift, devise, bequest or otherwise, or take on lease any land, plant or chattels and may build, pull down and rebuild its buildings and may subdivide, sell, lease, let and otherwise deal with its properties for the benefit of the Community acting either alone or together with others.
- 12.4 **Borrow:** The Community shall have the power to borrow or raise any monies on mortgage or overdraft or otherwise, with or without security, from any person or persons at such rate of interest and on such terms and conditions as the Standing Committee deems appropriate. The Standing Committee shall also have the power to sign any mortgage, deed, charge, arrangement or other document in connection with such borrowing.
- 12.5 **Give Security:** The Community shall have the power to give security, whether alone or together with any other person or persons, provided the Standing Committee in their discretion believe that the giving of such security is in the interests of the Community and/or assists in furthering the Objects.

13. **No Private Pecuniary Profit**

- 13.1 No private pecuniary profit shall be made by any person from the Community, except that:
- (a) any member may receive full reimbursement for all expenses properly incurred by that member in connection with the affairs of the Community;
 - (b) the Community may pay reasonable and proper remuneration to any servant of the Community (whether a member or not) in return for services actually rendered to the Community;
 - (c) any member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that member or by any firm or entity of which that member is a member, employee or associate in connection with the affairs of the Community;
 - (d) any member may retain any remuneration properly payable to that member by any company or undertaking with which the Community may be in any way concerned or in involved for which that member has acted in any capacity whatsoever, notwithstanding that that member's connection with that company or undertaking is in any way attributed to that member's connection with the Community.

14. Recipient not to influence benefits

- 14.1 Notwithstanding anything contained or implied in these rules, any person who is:
- (a) a member of the Community; or
 - (b) a shareholder or director of any company carrying on any business of the Community; or
 - (c) a settlor or trustee of any trust which is a shareholder of any company carrying on any business of the Community; or
 - (d) an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director;
- shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.
- 14.2 A person who in the course of and as part of the carrying on of his or her business in a professional public practice shall not, by reason only of his or her rendering professional services to the Community or to any company by which any business of the Community is carried on, be in breach of the terms of this clause.

15. Interested member

- 15.1 The Standing Committee may make payment in good faith of reasonable remuneration to a Member in return for any services actually rendered to the Standing Committee, but where any such person is a Standing Committee member or an associated person of a Standing Committee member (as that expression is defined in Section OB(1) of the Income Tax Act 2007) THEN the interested Standing Committee member themselves or the Standing Committee member with whom such person is associated shall not vote or take part in the discussion as to whether or not to employ such person AND the fixing of remuneration to be paid to such person shall be made in the absence both of the person and (where that is relevant) of the Standing Committee member with whom the person is associated, and neither such person nor the Standing Committee member shall be permitted to influence the decision on the issue.
- 15.2 The Standing Committee may enter into contracts with a Member or an associated person of a Member as long as the Member has first disclosed the nature and extent of his or her interest to the Standing Committee. He or she shall make such disclosure if he or she is interested or concerned in any capacity, directly or indirectly, in the subject matter of the contract, and where an associated person is involved, he or she shall disclose the degree of association. In such event the Member concerned shall not take any part whatever in the deliberations of the Standing Committee in relation to the contract or any matter connected with it.

16. Variation of Rules

- 16.1 These rules may be altered, added to or rescinded by resolution of the Standing Committee, and ratified by the Members at any Annual Convocation or Special General Meeting to be held within 60 days after the Standing Committee meeting at which such resolution was passed.
- 16.2 In every case particulars of the proposed alteration, addition or rescission shall be set out in the notice convening the meeting. Upon such alteration, addition or rescission being effected, it shall be the duty of the Secretary to see that the provisions of the Incorporated Societies Act 2022 relating to the alteration of the rules be complied with.
- 16.3 No addition or alteration or rescission of the rules shall be approved if it affects the charitable objects of the Community, or allows the use of funds for non-charitable purposes.

17. Community Accountability and Reconciliation Process

- 17.1 If there is a conflict between Members, or a Member has concerns with the governance of the Standing Committee, the opportunity to present those concerns will be made in accordance with 1 Corinthians 6:1-6 and Matthew 18:15-17 by:
- (a) A Standing Committee member of the Member's choice will meet with the Member to listen to the Member's concerns, and such Standing Committee member shall report the concerns to the Standing Committee for consideration;
 - (b) A response from the Standing Committee to the concerns will be communicated with the Member in a timely manner;
 - (c) Where unanimous agreement of the Standing Committee is reached, this will be conveyed in the response;
 - (d) If consensus is not reached, then the Standing Committee will invite input from the Protector who shall act as arbiter.
 - (e) Where there is a conflict of interest, the Standing Committee member will declare that conflict in accordance with clause 15.

18. Limitation of Liability

- 18.1 The Standing Committee shall exercise the powers of investment herein conferred upon the committee members notwithstanding that the funds or property may be subject to any liability or liabilities, and the committee members shall not be liable for any loss occurring on the realisation of such investments.
- 18.2 No committee member shall be liable for any loss caused to the Community, provided that such loss is not attributable to dishonesty or to the wilful breach of trust by that committee member.

- 18.3 The care, diligence and skill to be exercised by the committee members shall not be that required by Section 30 of the Trusts Act 2019. The committee members shall be deemed to have acted prudently and to be not liable for breach of trust notwithstanding that they may:
- (a) have any special knowledge or experience or if the person acts as a trustee in the course of a business or profession;
 - (b) invest all or the major part of the funds in a single property or in any one class of investment;
 - (c) continue to hold any investment which they may make notwithstanding any changes of circumstances that may have occurred after making such investment; or
 - (d) fail or choose not to diversify the investments comprising the funds or property of the Community.

19. Dissolution

- 19.1 The Community may be wound up voluntarily in accordance with the provisions of the Incorporated Societies Act 2022 on the requisite resolution being passed by Members.
- 19.2 Any property or assets owned by the Community upon its dissolution shall be given, sold or distributed to any similar charitable Anglican organisation upholding the theological conviction of the Community.