

**THE ANGLICARE NORTH COAST ORDINANCE 2014
AMENDING ORDINANCE (GOVERNANCE ARRANGEMENTS) 2018
Ordinance No. 9 of 2018**

An Ordinance to amend The Anglicare North Coast Ordinance 2014 with regard to temporary governance arrangements.

PREAMBLE

Whereas the Constitution of Anglicare North Coast (ABN 41 925 977 014) is prescribed by The Anglicare North Coast Ordinance 2014; and

Whereas Anglicare North Coast is a body corporate created under the provisions of the Anglican Church of Australia (Bodies Corporate) Act 1938 [NSW]; and

Whereas due to problems in maintaining an effective board for the governance of Anglicare North Coast, it is desirable to provide for alternative methods of governance oversight for Anglicare North Coast until such time as it is desirable to return to the board governance as per The Anglicare North Coast Ordinance 2014 prior to the changes of this amending ordinance;

Therefore the Bishop-in-Council in pursuance of powers provided in clause 48.2 of the Diocesan Governance Ordinance 2008 hereby decrees and enacts as follows:

AMENDMENTS

1. Add a new Clause 31 as per the Schedule to this Ordinance.
2. Add to clause 4.1 Definitions “**Administrator** means an individual or company appointed by Bishop in Council with the necessary skills and experience to govern Anglicare North Coast in the absence of a board on a temporary basis.”
3. Replace clause 26.2 with “The Chief Executive Officer is to attend meetings of the Board except where the Board determines otherwise” and a new clause 26.3 “The Chief Executive Officer is not a Director and is not entitled to vote at meetings of the Board.”

COMMENCEMENT

4. This Ordinance shall come into effect upon receiving the assent of the Administrator.

SHORT TITLE

5. This Ordinance may be cited as the Anglicare North Coast Governance Amending Ordinance 2018.

ASSENT

We hereby certify that this Ordinance was passed by Bishop-in-Council on the 31st day of May, 2018 and that the Ordinance as printed is in accordance with the Ordinance as passed.



Chair of Committees



Registrar

I assent to this Ordinance.



Administrator

31 May 2018
Date

SCHEDULE

31 Temporary Governance Arrangements

- 31.1 In such circumstances as deemed necessary by the Bishop in Council, the Bishop in Council by its own resolution may suspend the operation of the Board such that the members of the Board vacate their positions and the powers and duties of the Board are placed with:
- (a) the Bishop in Council; or
 - (b) an Administrator.

- 31.2 Any resolution made under 31.1 shall specify the starting date of the temporary governance arrangements, whether 31.1 (a) or 31.1 (b) is to apply and the expected duration of the temporary governance arrangements. In cases where 31.1 (b) is to apply, the resolution shall identify the Administrator.

- 31.3 Where 31.1 (b) is to apply, Bishop-in-Council may by resolution limit the powers of the Administrator by reference to any power under the Ordinance that the Administrator may only exercise within stated limits or may only exercise with the written permission of Bishop-in-Council. The Administrator shall be notified of any such resolution.

- 31.4 Any resolution made under 31.1 does not imply wrongdoing on the part of any person or group.

- 31.5 Any resolution made under 31.1 shall operate for no more than 12 months.

31.6 Bishop in Council providing temporary governance

Where 31.1 (a) applies:

- (a) The following clauses are suspended and have no effect for the period of temporary governance: 12.1, 12.2, 13.1, 13.2, 14.1, 14.2, 14.3, 14.4, 14.5, 15.1, 15.2, 15.3, 16, 17, 18.1, 18.2, 18.3, 19.1, 19.2, 20.1, 20.2, 20.3, 21.1, 21.2, 22.1, 22.2, 23.1, 23.2, 23.3, and 23.4.
- (b) Bishop in Council may in its governance of Anglicare North Coast consider reports and information and make decisions as:
 - (i) A meeting of Bishop in Council;
 - (ii) Bishop in Council Executive in accordance with clause 64.1 of the Diocesan Governance Ordinance;
 - (iii) Bishop in Council meeting as the Board of Anglicare North Coast; or
 - (iv) In accordance with clauses 55.8 to 55.10 of the Diocesan Governance Ordinance.
- (c) With the exception of those clauses suspended under 31.5 (a), any reference to Board becomes a reference to Bishop in Council acting as the Board of Anglicare North Coast, any reference to Director becomes a reference to a member of Bishop in Council acting as a Director of Anglicare North Coast and any reference to Chair becomes a reference to the Bishop acting as Chair of the Board of Anglicare North Coast.

- (d) Bishop in Council shall govern Anglicare North Coast in accordance with the Objects set out in clause 6 but this shall not prevent Bishop in Council making a decision impacting on Anglicare North Coast that Bishop in Council considers expedient for the Anglican Diocese of Grafton except where it would cause Anglicare North Coast to be in breach of legislation or grant or contract conditions or would reallocate Anglicare North Coast income or assets to purposes not in accordance with its stated Objects.
- (e) Bishop in Council may be reimbursed by Anglicare North Coast for any costs involved in providing temporary governance.

31.7 An Administrator providing temporary governance

Where 31.1 (b) applies:

- (a) The following clauses are suspended and have no effect for the period of temporary governance: 12.1, 12.2, 13.1, 13.2, 14.1, 14.2, 14.3, 14.4, 14.5, 15.1, 15.2, 15.3, 16, 17, 18.1, 18.2, 18.3, 19.1, 19.2, 20.1, 20.2, 20.3, 21.1, 21.2, 22.1, 22.2, 23.1, 23.2, 23.3, 23.4, 25.1, 25.2, 25.3, and 25.4.
 - (b) An Administrator in its governance of Anglicare North Coast is not required to constitute meetings for the purpose of considering reports and information and making decisions but shall ensure that a record of all governance decisions is kept and made available to:
 - (i) Bishop in Council;
 - (ii) Chief Executive Officer; and
 - (iii) future Boards of Anglicare North Coast.
 - (c) An Administrator shall ensure that in the exercise of its powers it shall comply with any resolutions by Bishop-in-Council under 31.3.
 - (d) With the exception of those clauses suspended under 31.6 (a), any reference to Board, Chair and Director becomes a reference to the Administrator acting as the Board of Anglicare North Coast, the Chair of Anglicare North Coast, and a Director of Anglicare North Coast, according to the context of the reference.
 - (e) An Administrator shall govern Anglicare North Coast in accordance with the Objects set out in clause 6 but this shall not prevent the Administrator making recommendations to Bishop in Council that are not in accordance with its stated Objects.
 - (f) An Administrator shall receive fees and reimbursements from Anglicare North Coast as agreed between Bishop in Council and the Administrator.
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**The Anglicare North Coast Ordinance
2014
(as amended 2018)**

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THE ANGLICARE NORTH COAST ORDINANCE 2014

AN ORDINANCE to repeal the Anglicare North Coast Incorporated Ordinance 2005 and to constitute and define the functions of Anglicare North Coast to provide for the continuation of the community welfare and social justice work of the Diocese of Grafton.

PREAMBLE

- A. It is desirable to provide for the continued community and social justice work of the Diocese of Grafton.
- B. In 1999, the Anglicare North Coast Ordinance was passed providing for the establishment of Anglicare North Coast.
- C. On 27 August 1999, by order published in the New South Wales Government Gazette, the Anglicare North Coast Board of Management Incorporated was constituted as a body corporate.
- D. In 2005, the Anglicare North Coast Incorporated Ordinance repealed the 1999 ordinance and renamed Anglicare North Coast Board of Management Incorporated as Anglicare North Coast Incorporated.
- E. It is expedient to repeal the Anglicare North Coast Incorporated Ordinance 2005 and enact this ordinance to provide for the governance of Anglicare North Coast.

1 Title

This Ordinance is the ***Anglicare North Coast Ordinance 2014***.

2 Repeal of earlier ordinances

- 2.1 Subject to clause 2.3, this Ordinance repeals *The Anglicare North Coast Incorporated Ordinance 2005*.
- 2.2 This Ordinance does not revive any ordinances repealed by *The Anglicare North Coast Ordinance 2005*.
- 2.3 Clause 2.1 and this ordinance do not apply to invalidate any act of Anglicare North Coast done prior to the date of this ordinance.

3 Commencement

This Ordinance commences on the date it receives assent from the Bishop.

4 Definitions and interpretation

4.1 Definitions

In this Ordinance, unless the context otherwise requires –

Accounting Period means the period from the date of this Ordinance to the following 30 June and then each period of 12 months ending on 30 June in each year, or any other period that the Board decides.

Annual meeting of Synod means the annual meeting of Synod convened under clause 42 of the Diocesan Governance Ordinance.

Bishop means the Bishop for the time being of the Anglican Church of Australia Diocese of Grafton.

Bishop in Council means the Standing Committee of the Synod between Synods as defined in Chapter 8 of the Diocesan Governance Ordinance.

Casual Vacancy refers to any position on the Board as provided in clause 14.1 that is not at such time filled by a Director.

Code of Conduct means the code of conduct of Anglicare North Coast as amended by the Board from time to time.

Conflict of Interest means a conflict of interest as defined by the Anglicare North Coast Conflict of Interest Policy.

Church Trust Property means property as defined in section 4 of the *Anglican Church of Australia Trust Property Act 1917* (NSW).

Diocese means the Diocese of Grafton of the Anglican Church of Australia.

Diocesan Governance Ordinance means the Diocese of Grafton Diocesan Governance Ordinance 2008.

ITAA 97 means the *Income Tax Assessment Act 1997* (Commonwealth).

Ministry Unit means a ministry unit of the Diocese as defined in Chapter 9 of the Diocesan Governance Ordinance.

Parishes means parishes, parochial districts or experimental pastoral areas in the Diocese of Grafton.

President means the Bishop of the Diocese appointed as President of Anglicare North Coast under Clause 12.

Registrar means the Registrar of the Diocese appointed under Clause 61 of the Diocesan Governance Ordinance.

Synod means the Synod of the Diocese of Grafton as defined in Chapter 7 of the Diocesan Governance Ordinance.

Board means the Board of Directors appointed under clause 12.

4.2 Interpretation

In this Ordinance unless the context requires otherwise:

- (a) the singular (including defined terms) includes the plural and the plural includes the singular, and words of any gender include all genders;
- (b) a reference to a meeting includes a reference to a meeting by technology where all persons present at the meeting are given reasonable ability to participate in the meeting;
- (c) a reference to any legislation or a provision of any legislation includes any amendment to that legislation or provision, any consolidation or replacement of that legislation or provision and any subordinate legislation made under that legislation; and
- (d) a reference to an ordinance includes any amendment, consolidation or replacement of that ordinance.

4.3 Headings

Headings are used for convenience only and do not affect the interpretation of this Ordinance.

5 Change of Name

The name of the body corporate constituted by the order published by the Governor in the New South Wales Government Gazette on 27 August 1999 is changed from Anglicare North Coast Incorporated to Anglicare North Coast.

6 Objects

The objects of Anglicare North Coast shall be:

- (a) to promote and conduct activities within Australia and particularly within the Diocese to relieve sickness, suffering, poverty, distress, misfortune, destitution or helplessness;
- (b) to provide caring services for the relief of those who are in need;
- (c) to assist in the development and implementation of social policy consistent with the Christian Gospel that will help people to grow in wellbeing and dignity;

- (d) to act as trustee and to perform and discharge the duties and functions incidental thereto where this is incidental or conducive to the attainment of these objects; and
- (e) to do such things as are incidental or ancillary to the attainment of these objects.

7 Dissolution

7.1 Application of Property

- (a) If, on the winding up or dissolution of Anglicare North Coast, any property remains that is subject to a special charitable trust and:
 - (i) if it is Church Trust Property, shall be administered in such manner as Bishop in Council or Synod determine under the *Anglican Church of Australia Trust Property Act 1917* (NSW); or
 - (ii) if it is not Church Trust Property, shall be administered as determined by the Attorney-General of New South Wales under part 4 of the *Charitable Trusts Act 1993* (NSW) or as a court of competent jurisdiction may provide.
- (b) If, on the winding up or dissolution of Anglicare North Coast, any property remains that is a Community Housing Asset in a Participating Jurisdiction, it shall be transferred to:
 - (i) Another Registered Community Housing Provider; or
 - (ii) A Housing Agency in the jurisdiction in which the Community Housing Asset is located, and subject to the approval of Bishop-in-Council, the transferee will be determined by the Board at or before the time of dissolution.
- (c) Subject to (a), if any property remains on the winding up or dissolution of Anglicare North Coast and after satisfaction of all its debts and liabilities, that property must be given or transferred to some other institution in Australia:
 - (i) having objects similar to the objects of Anglicare North Coast;
 - (ii) whose constituent document prohibits the distribution of its income and property among its members;
 - (iii) that is endorsed as a tax concessional charity where Anglicare North

Coast is endorsed as a tax concessional charity under the *Income Tax Assessment Act 1997* (Cth); and

- (iv) that is endorsed as a public benevolent institution where Anglicare North Coast is endorsed as a public benevolent institution under the *Income Tax Assessment Act 1997* (Cth).

- (d) Subject to approval of Bishop in Council, the institution will be determined by the Board at or before the time of dissolution.

7.2 Revocation of Australian Tax Office endorsement

- (a) Subject to (b), where Anglicare North Coast has been endorsed as a deductible gift recipient as an organisation or in relation to a public fund under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) (as amended), then where:

- (i) Anglicare North Coast is wound up; or
- (ii) the fund is wound up; or
- (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) is revoked,

then any surplus assets of Anglicare North Coast or fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 7.1 and is an endorsed deductible gift recipient.

- (b) Where Anglicare North Coast has been endorsed as a public benevolent institution as an organisation or in relation to a public fund under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) (as amended), then where:

- (i) Anglicare North Coast is wound up; or
- (ii) the fund is wound up; or
- (iii) the endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* (Commonwealth) is revoked,

then any surplus assets of Anglicare North Coast or fund remaining after payment of all liabilities must be transferred to an institution or fund that complies with clause 7.1 and is an endorsed public benevolent institution.

- (c) Where Anglicare North Coast operates more than one fund for which it is a deductible gift recipient and its endorsement under Subdivision 30-BA of the *Income Tax Assessment Act 1997* is revoked only in relation to one of those funds then it may transfer any surplus assets of the fund after payment of all liabilities to any other fund for which it is endorsed as a deductible gift recipient.

8 Powers of the Board

8.1 For the purposes of its objects, the Board has power:

- (a) to hold and control the management and use of property held for the purposes of or in connection with Anglicare North Coast and of all other property of Anglicare North Coast;
- (b) to make financial and other arrangements and decisions for the present and future carrying on of Anglicare North Coast and for the maintenance, improvement and extension of and addition to the land and other property of any kind owned by Anglicare North Coast or occupied or used directly or indirectly by it in connection with Anglicare North Coast;
- (c) to develop policies and procedures that reflect the values and goals of Anglicare North Coast; and
- (d) to encourage ministry units to participate in the work of Anglicare North Coast and to encourage the social and community services undertaken from time to time by the ministry units.

8.2 Without limiting the generality of the powers specified in clause 8.1, the Board has power:

- (a) to borrow or raise money and secure the repayment thereof and interest in such manner as the Board may think fit and to secure the same or the repayment or performance of any debt, contract, guarantee or other liability incurred or entered into by the Board in any way, and in particular by charging all or any of the land and other property of any kind both present and future owned by Anglicare North Coast or occupied or used directly or indirectly by it in connection with Anglicare North Coast;
- (b) subject to clause 10, to invest and deal with property held for the purposes of or in connection with Anglicare North Coast and all other property of Anglicare North Coast;

- (c) to purchase, take on lease or on hire or in exchange or otherwise by any means whatsoever acquire any real or personal property and any rights or privileges which the Board of Directors may think fit;
- (d) to sell, improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the land and other property of any kind owned by Anglicare North Coast or occupied or used directly or indirectly by it in connection with Anglicare North Coast;
- (e) subject to clause 9, to enter into contracts of any kind (including contracts of guarantee and indemnity) and to draw, make, accept, endorse, discount, execute and issue cheques and other negotiable or transferable instruments;
- (f) to lend and advance money or give credit to any person or company whether on security or not and take such security (if any) as the Board may think fit for money lent or advanced or credit given by it;
- (g) to employ or appoint or cause to be employed or appointed such staff and other officers and persons on such terms and conditions and for such periods as the Board may think fit and to dismiss or cause to be dismissed or terminate or cause to be terminated the appointment of any person so employed or appointed;
- (h) to appoint such executive or other Boards with such powers and duties and to delegate thereto such matters as the Board may think fit;
- (i) to appoint and remove a person or organisation as auditor of Anglicare North Coast;
- (j) to solicit and accept real or personal property of any kind by way of gift, subsidy or subvention as the Board may think fit; and
- (k) to undertake any business incidental to the objects of Anglicare North Coast.

9 Management of Funds

- 9.1 The funds of Anglicare North Coast are to be used in pursuance of its objects in such manner as the Board determines.
- 9.2 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments must be signed by any 2 Directors or employees of Anglicare North Coast, being Directors or employees authorised to do so by the Board.

10 Investments held by Anglicare North Coast

10.1 Anglicare North Coast may invest or use the whole or any part of the property and moneys held by it in any one or more of the following investments or purposes:

- (a) investments for the time being allowed by law in Australia for the investment of funds;
- (b) purchase within Australia of real or leasehold estate or land held pursuant to rights created by any statute of the Commonwealth of Australia or of any State or Territory thereof;
- (c) first mortgage of land situated within Australia;
- (d) funds, stocks, securities, bonds, debentures or treasury bills of or guaranteed by the Commonwealth of Australia or of any State thereof;
- (e) deposits with any authorised deposit-taking institution;
- (f) construction repair and alteration of buildings and any other improvements on land of Anglicare North Coast;
- (g) shares, stocks, notes, options, debentures or other securities of any corporation whose shares or a class of whose shares are listed on a recognised Australian Stock Exchange and which does not carry on as its main or one of its main or principal businesses a business of a kind which is disapproved for investment purposes by resolution of the Synod or Bishop in Council;
- (h) units in any managed investment scheme:
 - (i) which is registered under the *Corporations Act 2001* (Commonwealth); and
 - (ii) for which there is a disclosure document lodged with the Australian Securities and Investments Commission under the *Corporations Act 2001*, except where the scheme conducts as its main business or one of its main businesses a business which the Synod or Bishop in Council has by resolution declared to be a disapproved business or the scheme mainly invests in the securities of a corporation or scheme which conducts such business as its main business or one of its main businesses;

- (i) cash deposits with authorised dealers on the short-term money market;
- (j) placement on short call deposits with any corporation or organisation constituted by ordinance of the Synod or of Bishop in Council;
- (k) investment in any security authorised by an ordinance of the Synod or Bishop in Council as an investment for church property;
- (l) such business, commercial trading or other project venture activity or investment:
 - (i) as considered appropriate by the Board; and
 - (ii) where the initial investment in such business, commercial trading or other project venture activity or investment exceeds \$100,000, as approved by Bishop in Council.

10.2 The Board may from time to time realise or vary any of the investments made pursuant to this clause 10.

10.3 The Board may retain any real or personal property the subject of any gift, devise or bequest to the Board in the same form and condition and invest it in the same manner as existed at the time such gift, devise or bequest was made or received and may, subject to the limitations contained in clauses 10.1(g) and (h), reinvest it in the same manner.

10.4 Without limiting the generality of the foregoing powers, the Board may:

- (a) appoint any corporation to hold, on behalf of the Board, any property or moneys referred to in clause 10.1 or investments made pursuant to the powers conferred on the Board by that clause and of which the Board is the Board;
- (b) appoint the same or any other corporation to manage and advise on the investment, realisation and reinvestment of all or any of such property or moneys; and
- (c) delegate to that corporation all or any one or more of the powers conferred upon the Board by clause 10.1.

10.5 Any such appointment or appointments may be made on such terms and conditions at such remuneration as the Board may consider appropriate.

11 Liabilities of Anglicare North Coast

- 11.1 Anglicare North Coast remains and continues to be solely responsible for all liabilities incurred by it or on its behalf.
- 11.2 The Board and each of the Directors are not to represent to any person, persons or corporation that the Bishop or the Synod or Bishop in Council or any person or persons or any other corporate body or corporation holding church trust property for the Anglican Church of Australia in the Diocese or any other corporate body constituted by or pursuant to the *Anglican Church of Australia (Bodies Corporate) Act 1938* (NSW), will or may meet or discharge all or any part of any liability or liabilities which have been or may or will be incurred wholly or partly by or on behalf of Anglicare North Coast.
- 11.3 Anglicare North Coast is not to exercise any power to borrow moneys without the approval of Bishop in Council if the amount which it proposes to borrow when added to the amount of all moneys previously borrowed by it and not repaid exceeds the value at the conclusion of the previous financial year of Anglicare North Coast's assets less liabilities excluding such borrowings.

12 President

- 12.1 The Bishop appointed from time to time under the Diocesan Governance Ordinance is the President of Anglicare North Coast and in this capacity may:
- (a) appoint the Chair as a Director;
 - (b) attend meetings of the Board;
 - (c) preside as Chair at meetings of the Board; and
 - (d) request the Chair to call meetings of the Board.
- 12.2 The President is not a Director of Anglicare North Coast and does not have a vote at meetings of the Board.

13 Registrar

13.1 The Registrar appointed from time to time under the Diocesan Governance Ordinance:

- (a) is entitled to receive notice of all meetings of the Board; and
- (b) may attend and speak at all meetings of the Board.

13.2 The Registrar is not a Director of Anglicare North Coast and does not have a vote at meetings of the Board.

14 Appointment of Directors

14.1 The Board is to consist of 8 persons, being:

- (a) a Chair, to be appointed by the President;
- (b) 5 persons to be nominated by the Board and appointed by Bishop in Council; and
- (c) 2 persons to be appointed by Bishop in Council such that at least 2 of the Board are clergy currently serving in the Diocese.

14.2 Prior to making a nomination or appointment under clause 14.1(b) or (c), the Board or Bishop in Council as the case may be shall have regard to:

- (a) any qualifications or expertise identified as required by the Board ; and
- (b) any potential, actual or perceived conflicts of interest; and
- (c) any concerns raised by a Director in relation to the appointment.

14.3 Where Bishop in Council refuses to appoint a person nominated by the Board under 14.1(b), the Board may request Bishop in Council to provide reasons for such refusal.

14.4 To be eligible for appointment as a Director, a person must:

- (a) be willing to abide by the ethos of the Anglican Church in the Diocese; and
- (b) agree to comply with the Code of Conduct.

14.5 The Board, by a majority vote of all current members, shall elect a Deputy Chair from one of those Directors appointed under 14.1(b) or 14.1(c). Such person is to

assume the responsibilities of the Chair when the Chair has indicated that they are unavailable for a particular period or when attempts to contact the Chair for more than 3 consecutive working days have been unsuccessful.

15 Term of Appointment

15.1 Term of appointment for initial Directors

- (a) Subject to clause 12, the Directors in office at the date of commencement of this Ordinance shall hold office until the expiration of the term of their appointment as determined at the appointment time.
- (b) Following the conclusion of a Director's term in 15.1(a), the Director shall retire but, subject to clause 15.3(b) and with the approval of the Board is eligible for reappointment by Bishop in Council.

15.2 Term of appointment of Directors

Subject to clause 15.1 each director is appointed as a Director until the conclusion of the Annual meeting of Synod that is 3 years or more from the date of appointment.

15.3 Retirement of Directors

- (a) Subject to clause 15.1 each Director shall retire on the final day of the Annual meeting of Synod that is three years or more after the date of appointment of the Director but, subject to clause 15.3(b) and with the approval of the Board is eligible for reappointment by Bishop in Council.
- (b) Directors may serve a maximum of 3 consecutive terms as Directors, such that their period of consecutive service to Anglicare North Coast shall not exceed 9 years. This clause 15.3(b) shall come into effect on 1 January 2015.

16 Casual Vacancies

In the event of a Casual Vacancy occurring in the Membership of the Board, the Board may where it considers it necessary to enable continued operations of Anglicare North Coast, and in accordance with the requirements of clause 14.2, appoint a person meeting the qualifications for Directors set out in clause 14.4 to fill the vacancy and that person so appointed is to hold office, subject to this Ordinance, until the conclusion of the final day of the Annual meeting of Synod next following the date of the appointment.

17 Vacancy of Director

For the purposes of this Ordinance, a Director ceases to be a director if that person:

- (a) dies;
- (b) is declared bankrupt;
- (c) is convicted of a felony;
- (d) resigns office by notice in writing given to the Chair;
- (e) concludes their term of appointment under clause 15;
- (f) is removed from office under clause 18;
- (g) becomes a mentally incapacitated person; or
- (h) is absent without the consent of the Board from 3 consecutive meetings of the Board.

18 Removal of Director

18.1 Removal by Bishop in Council

- (a) A Director may be removed from the position by Bishop in Council where that Director:
 - (i) refuses or neglects to comply with this Ordinance or any applicable Rules or regulations made by the Board;
 - (ii) engages in conduct which in the opinion of the Board is unbecoming of the Director or prejudicial to the interests of Anglicare North Coast, or fails to comply with the Code of Conduct or any policies of Anglicare North Coast;
 - (iii) where, in the opinion of the Board or Bishop in Council a Conflict of Interest has arisen with respect to that Director or which prevents that Director from fulfilling his or her duties to Anglicare North Coast; or
 - (iv) makes statements which are contrary to the ethos of the Anglican Church in the Diocese of Grafton.
- (b) A motion to remove a Director under (a) may be initiated by:
 - (i) Bishop in Council; or

- (ii) a recommendation of the Board following a resolution of the Board under clause 18.2.
- (c) In determining whether to remove the Director under (a), Bishop in Council should:
 - (i) consult with the Board;
 - (ii) give the Director an opportunity to put their case to Bishop in Council as provided in clause 18.3(e);
 - (iii) remove the Director if Bishop in Council is of the opinion that the continued appointment of the Director is adverse to the interests of Anglicare North Coast; and
 - (iv) provide reasons to the Board for their decision.

18.2 Notice of intention to Board to move resolution

- (a) A notice of intention to move the resolution must be given to the Board by the person raising the concern at least 2 weeks before the meeting is to be held.
- (b) However, if the Board calls a meeting after the notice of intention is given under this clause, the meeting may pass the resolution even though the meeting is held less than 2 weeks after the notice of intention is given.

18.3 Director's rights

- (a) The Director must be provided with a copy of the notice provided under clause 18.2(a) as soon as is practicable after it is received by Anglicare North Coast.
- (b) The Director may put their case to the Board by:
 - (i) giving Anglicare North Coast a written statement for circulation to the Directors; and
 - (ii) speaking at the meeting.
- (c) The Director should be absent from the room when the resolution is voted upon.
- (d) Where the motion is initiated by Bishop in Council under clause 18.1(b)(i), Bishop in Council must provide notice of its intention to raise the motion to both the Director and the Board at least 2 weeks before Bishop in Council intend to vote on the motion.

- (e) The Director may put their case to Bishop in Council by:
 - (i) giving Bishop in Council a written statement for circulation to the members of Bishop in Council; and
 - (ii) speaking at the meeting of Bishop in Council.

19 Directors employment and remuneration

- 19.1 No person who is an employee of Anglicare North Coast may be appointed as a Director.
- 19.2 No Director shall be an employee of Anglicare North Coast.
- 19.3 No Director shall be appointed to any office paid by fees of Anglicare North Coast or enter into an agreement with Anglicare North Coast to be paid any fees or allowances unless such appointment or agreement:
 - (a) has been approved by the Board in a resolution for which the Director was not present; and
 - (b) is on ordinary commercial terms.
- 19.4 Notwithstanding clause 19.3, Directors may be reimbursed for out-of-pocket expenses incurred in carrying out the duties of a Director where the payments do not exceed an amount previously approved by the Board.

20 Chair of directors

20.1 Appointment of Chair

The Chair is appointed by the President in accordance with clause 14.1(a)

20.2 Absence of Chair at Directors' meeting

If the President has not elected to act as Chair under clause 12, where a Directors' meeting is held and:

- (a) a Chair has not been appointed under clause 20.1; or
- (b) the Chair is not present within 20 minutes after the time appointed for the holding of the meeting or is unable or unwilling to act; then the Deputy Chair will act as Chair.

If neither the Chair nor Deputy Chair are present within 20 minutes, then the Directors present shall elect one of their number to be a Chair of the meeting.

20.3 No casting vote for Chair at Directors' meetings

In the event of an equality of votes cast for and against a question, the Chair of the Directors' meeting does not have a second or casting vote.

21 Meetings and quorum

21.1 Meetings of the Board

- (a) The Board must meet as often and (subject to this Ordinance) in such manner as it sees fit to properly manage Anglicare North Coast, but at a minimum must meet at least 4 times in each period of 12 months at such place and time as the Board may determine.
- (b) A meeting of the Board may be called by:
 - (i) the Chair;
 - (ii) the Chair at the request of the President as provided in clause 12.1(d);or
any 3 Directors by providing to the Chair written notice of their intention to call the meeting, the purpose of the meeting and the date, place and time for the meeting.

21.2 Quorum

- (a) One half of the current number of Directors plus one (rounded up to the nearest whole number) constitutes a quorum for the transaction of the business of a meeting of the Board.
- (b) Where the current number of Directors is less than 5, the Board may act solely for the purpose of appointing a person or persons to fill a Casual Vacancy on the Board.

22 Notices of meetings

- 22.1 Any notice given to a Director to convene a meeting of the Board is taken to be duly given if it is served on the member by hand, by properly addressed postal or electronic mail or by such alternative delivery method as the member may specify to the Chief Executive Officer in writing.

- 22.2 Unless the Board consents to short notice, notices calling a meeting of the Board should be provided to the Directors 5 working days prior to the date on which the meeting is called.

23 Resolutions without a meeting

- 23.1 The Board or a Committee of the Board may pass a resolution without a meeting provided that:
- (a) two-thirds of the members of the body concerned entitled to vote on the resolution sign or confirm using any technology consented to by all the members of that body a document containing a statement that they are in favour of the resolution set out in the document; and
 - (b) no member entitled to vote on the resolution indicates their unwillingness for the resolution to pass under the provisions of this clause.
- 23.2 Separate copies of a document may be used for signing or confirming by members if the wording of the resolution and statement is identical in each copy.
- 23.3 The resolution is passed when the proportion of members of the body concerned required by clause 23.1 is reached.
- 23.4 A resolution passed under this clause 23 is to be recorded in the minutes of the next meeting of the body concerned.

24 Delegation

- 24.1 The Board may, by instrument in writing, delegate to one or more Committees (consisting of two or more persons as the Board thinks fit) the exercise of such of the functions of the Board as are specified in the instrument, other than:
- (a) this power of delegation; and
 - (b) a function which is a duty imposed on the Board by the Act or by any other law.
- 24.2 A function the exercise of which has been delegated to a Committee under clause 24.1 may, while the delegation remains unrevoked, be exercised from time to time by the Committee in accordance with the terms of the delegation.
- 24.3 A delegation under this section may be made subject to such conditions or limitations as to the exercise of any function, or as to time or circumstances, as may be specified in the instrument of delegation.

- 24.4 Despite any delegation under this clause, the Board may continue to exercise any function delegated.
- 24.5 (a) Any act by a committee acting in the exercise of a delegation under this clause, or
(b) Any action taken against a committee by a third party in respect of a delegation under the clause has the same force and effect as it would have had if it had been an act done by, or action taken against, the Board.
- 24.6 The Board may, by instrument in writing, revoke wholly or in part any delegation under this clause.
- 24.7 A Committee may meet and adjourn as it thinks proper.

25 Voting and decisions

- 25.1 Questions arising at a meeting of the Board or of any Committee appointed by the Board are to be determined by a majority of the votes of Members of the Board or Committee present at the meeting.
- 25.2 Each Member present at a meeting of the Board or of any Committee appointed by the Board (including the person presiding at the meeting) is entitled to one vote.
- 25.3 Subject to clause 21.2, the Board may act despite any vacancy on the Board.
- 25.4 Any act:
- (a) by the Board or a Committee; or
 - (b) to the Board or a Committee by a third party;

is valid and effectual despite any defect that may afterwards be discovered in the appointment or qualification of any Member of the Board or Committee.

26 Chief Executive Officer

- 26.1 The Board has the power to appoint and remove the Chief Executive Officer and to determine the terms of remuneration of the Chief Executive Officer's employment.
- 26.2 The Chief Executive Officer may attend meetings of the Board but is not a Director and is not entitled to vote.

27 Accounts and Reports

- 27.1 The Board is to prepare and provide to the Synod or Bishop in Council any information as to Anglicare North Coast's affairs which it may be requested to furnish by a resolution of the Synod or Bishop in Council.
- 27.2 The Board of Directors is to provide at least once in each year a report, to the Synod together with an income and expenditure account and a balance sheet duly audited and such other information as may be required from time to time by Ordinance or resolution of the Synod or Bishop in Council.

28 Indemnity and insurance

- 28.1 To the extent permitted by law, Anglicare North Coast shall indemnify each person who is, or has been, a Director against any liability which results directly or indirectly from facts or circumstances relating to the person serving or having served as a Director:
- (a) to another person (other than Anglicare North Coast or a related body corporate) which does not arise out of conduct involving a lack of good faith; or
 - (b) for costs and expenses incurred by that person in defending proceedings, whether civil or criminal, in which judgment is given in favour of that person or in which that person is acquitted.
- 28.2 To the extent permitted by law, Anglicare North Coast may pay, or agree to pay, a premium for a contract insuring a person who is, or has been, a Director against any liability which results directly or indirectly from facts or circumstances relating to the person serving, or having served, in that capacity except where the liability (not being a liability for costs and expenses in defending proceedings, whether civil or criminal and whatever their outcome) arises out of conduct involving:
- (a) a wilful breach of duty to Anglicare North Coast ; or

- (b) the improper use of information by the person, acquired by virtue of the person being, or having been, a Director to gain an advantage for that person or another person or to cause detriment to Anglicare North Coast; or
- (c) the improper use of the person's position as a Director to gain an advantage for himself or herself or for any other person or to cause detriment to Anglicare North Coast.

28.3 To the extent permitted by law, Anglicare North Coast may pay, or agree to pay, a premium for a contract insuring a person who is, or has been, a Director against any liability which results directly or indirectly from facts or circumstances relating to that person serving, or having served, in that capacity in respect of costs and expenses in defending proceedings, whether civil or criminal and whatever their outcome.

29 Common seal, etc

- 29.1 The common seal of Anglicare North Coast is not to be affixed to any instrument except pursuant to a resolution passed by the Board.
- 29.2 Every instrument to which the common seal is affixed is to be signed by two Directors and is to include the words "incorporated under Act of Parliament and constituted by the Anglicare North Coast Ordinance 2014" adjacent to the affixed seal.
- 29.3 The Board may otherwise by resolution authorise any person or persons to do any act or sign or execute any document on behalf of the Board.

30 Amendments to this Ordinance

Amendments to this Ordinance may, subject to the assent of the Bishop, be made by ordinance of the Synod or the Bishop in Council.

31 Temporary Governance Arrangements

- 31.1 In such circumstances as deemed necessary by the Bishop in Council, the Bishop in Council by its own resolution may suspend the operation of the Board such that the

members of the Board vacate their positions and the powers and duties of the Board are placed with:

- (a) the Bishop in Council; or
- (b) an Administrator.

31.2 Any resolution made under 31.1 shall specify the starting date of the temporary governance arrangements, whether 31.1 (a) or 31.1 (b) is to apply and the expected duration of the temporary governance arrangements. In cases where 31.1 (b) is to apply, the resolution shall identify the Administrator.

31.3 Where 31.1 (b) is to apply, Bishop-in-Council may by resolution limit the powers of the Administrator by reference to any power under the Ordinance that the Administrator may only exercise within stated limits or may only exercise with the written permission of Bishop-in-Council. The Administrator shall be notified of any such resolution.

31.4 Any resolution made under 31.1 does not imply wrongdoing on the part of any person or group.

31.5 Any resolution made under 31.1 shall operate for no more than 12 months.

31.6 Bishop in Council providing temporary governance

Where 31.1 (a) applies:

- (a) The following clauses are suspended and have no effect for the period of temporary governance: 12.1, 12.2, 13.1, 13.2, 14.1, 14.2, 14.3, 14.4, 14.5, 15.1, 15.2, 15.3, 16, 17, 18.1, 18.2, 18.3, 19.1, 19.2, 20.1, 20.2, 20.3, 21.1, 21.2, 22.1, 22.2, 23.1, 23.2, 23.3, and 23.4.
- (b) Bishop in Council may in its governance of Anglicare North Coast consider reports and information and make decisions as:
 - (i) A meeting of Bishop in Council;
 - (ii) Bishop in Council Executive in accordance with clause 64.1 of the Diocesan Governance Ordinance;
 - (iii) Bishop in Council meeting as the Board of Anglicare North Coast; or
 - (iv) In accordance with clauses 55.8 to 55.10 of the Diocesan Governance Ordinance.
- (c) With the exception of those clauses suspended under 31.5 (a), any reference to Board becomes a reference to Bishop in Council acting as the Board of Anglicare North Coast, any reference to Director becomes a reference to a member of Bishop in Council acting as a Director of Anglicare North Coast and any reference to Chair becomes a reference to the Bishop acting as Chair of the Board of Anglicare North Coast.
- (d) Bishop in Council shall govern Anglicare North Coast in accordance with the Objects set out in clause 6 but this shall not prevent Bishop in Council making a decision impacting on Anglicare North Coast that Bishop in Council considers expedient for the Anglican Diocese of Grafton except where it would cause Anglicare North Coast to be in breach of legislation or grant or contract conditions

or would reallocate Anglicare North Coast income or assets to purposes not in accordance with its stated Objects.

- (e) Bishop in Council may be reimbursed by Anglicare North Coast for any costs involved in providing temporary governance.

31.7 An Administrator providing temporary governance

Where 31.1 (b) applies:

- (a) The following clauses are suspended and have no effect for the period of temporary governance: 12.1, 12.2, 13.1, 13.2, 14.1, 14.2, 14.3, 14.4, 14.5, 15.1, 15.2, 15.3, 16, 17, 18.1, 18.2, 18.3, 19.1, 19.2, 20.1, 20.2, 20.3, 21.1, 21.2, 22.1, 22.2, 23.1, 23.2, 23.3, 23.4, 25.1, 25.2, 25.3, and 25.4.
 - (b) An Administrator in its governance of Anglicare North Coast is not required to constitute meetings for the purpose of considering reports and information and making decisions but shall ensure that a record of all governance decisions is kept and made available to:
 - (i) Bishop in Council;
 - (ii) Chief Executive Officer; and
 - (iii) future Boards of Anglicare North Coast.
 - (c) An Administrator shall ensure that in the exercise of its powers it shall comply with any resolutions by Bishop-in-Council under 31.3.
 - (d) With the exception of those clauses suspended under 31.6 (a), any reference to Board, Chair and Director becomes a reference to the Administrator acting as the Board of Anglicare North Coast, the Chair of Anglicare North Coast, and a Director of Anglicare North Coast, according to the context of the reference.
 - (e) An Administrator shall govern Anglicare North Coast in accordance with the Objects set out in clause 6 but this shall not prevent the Administrator making recommendations to Bishop in Council that are not in accordance with its stated Objects.
 - (f) An Administrator shall receive fees and reimbursements from Anglicare North Coast as agreed between Bishop in Council and the Administrator.
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Ordinance History

1. Anglicare North Coast Ordinance 2014 (Ordinance 4 of 2014) was passed by the Synod of the Diocese of Grafton on 30 August 2014
2. The Anglicare North Coast Ordinance 2014 Amending Ordinance (Governance Arrangements) 2018 was passed by the Bishop-in-Council of the Diocese of Grafton on 31 May 2018

I certify that this is a true and correct copy of the Anglicare North Coast Ordinance 2014 as amended.

A handwritten signature in black ink, appearing to read 'Chris Nelson', is written over a horizontal line.

**Chris Nelson, Registrar
Anglican Diocese of Grafton**