

# Anglican Church Growth Corporation Ordinance 2018 Amendment Ordinance 2020

No 1, 2020

## Long Title

An Ordinance to provide the Anglican Church Growth Corporation with further powers in relation to collaborative property initiatives.

The Standing Committee of the Synod of the Diocese of Sydney Ordains as follows.

### 1. Name of ordinance

This Ordinance is the Anglican Church Growth Corporation Ordinance 2018 Amendment Ordinance 2020.

### 2. Amendment

The *Anglican Church Growth Corporation Ordinance 2018* is amended by inserting a new clause 17A directly after all the content in clause 17 as follows –

#### **‘17A. Further powers in relation to collaborative property initiatives**

(1) In this clause –

“collaboration agreement” has the meaning given by clause 17A(2)(a).

“costs” means all costs and expenses incurred in relation to undertaking the collaboration agreement and the property initiatives, but does not include –

- (a) the internal costs and expenses of a diocesan entity, including the staff costs of all diocesan entities, the Standing Committee or the Property Trust, and
- (b) the costs and expenses of the Corporation performing its obligations under an agreement with a development partner.

“diocesan entity” means an entity or officer of the Diocese.

“development partner” means an entity approved by the Standing Committee for a property initiative, or a class of property initiatives, on the recommendation of the Growth Corporation.

“development management agreement” has the meaning given by clause 17A(2)(b).

“property initiative” means a development or proposed development of real property held on trust for the purposes of a parochial unit which is undertaken through the exercise of the powers and functions of the Corporation under clause 17(2), and includes any acquisition or proposed acquisition of real property as part of that development or proposed development.

“relevant agreements” means the collaboration agreement and development management agreements together.

(2) Subject to subclauses (3) and (4), the Corporation is authorised to enter into –

- (a) an agreement (the “collaboration agreement”) with the development partner on such terms and conditions as are approved by the Corporation for the purposes of –
  - (i) ascertaining the feasibility of property initiatives, and
  - (ii) establishing a framework –
    - (A) to undertake the development or acquisition of any real property, and
    - (B) to promote ordinances to the Standing Committee, necessary to undertake those property initiatives which are ascertained to be feasible, and

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- (b) any agreement contemplated by the collaboration agreement which is necessary to undertake a property initiative (a “development management agreement”).
- (3) The relevant agreements must include terms in a form approved by the Standing Committee by which the development partner agrees to –
  - (a) meet all costs, and
  - (b) indemnify diocesan entities, associated with a property initiative, against loss suffered or a claim made in relation to the property initiative.
- (4) Any terms in a relevant agreement in relation to the development partner’s obligations under subclause (3), including terms by which the development partner is entitled to recover the costs, must give proper regard to the obligations that the development partner is reasonably responsible for in connection with the property initiatives and be in a form approved by the Standing Committee.
- (5) The Corporation is responsible to each associated diocesan entity for the management of the property initiatives and for this purpose must, on the request of a diocesan entity supported by reasonable evidence of loss incurred or claim made in relation to a property initiative, undertake best endeavours to enforce the indemnity referred to in subclause (3)(b) for the benefit of that diocesan entity.
- (6) Any unfunded liability incurred by the Corporation under the relevant agreements arising from a failure by a parochial unit to meet its obligations under the terms of a consent given under clause 17(2) will be met from funds under the control of the Synod on application by the Corporation to the Standing Committee.
- (7) For the avoidance of doubt –
  - (a) the Property Trust bears no responsibility for a property initiative except to the extent necessary to comply with a direction of the Mission Property Committee under subclause (8), and
  - (b) a diocesan entity, including the parish, has no recourse to the Property Trust to meet any loss suffered or claim made in relation to a property initiative.
- (8) For the purposes of implementing a property initiative, clause 12(3) of the *Mission Property Ordinance 2002* is taken to be replaced with the following –
  - “(3) The Property Trust is not required to comply with a direction under subclauses 9(1), 9A(1) or 9B if compliance with the direction will cause the Property Trust to be in breach of trust, contract or any other legal requirement to which the Property Trust is subject.” ’

I Certify that the Ordinance as printed is in accordance with the Ordinance as reported.

R TONG AM  
Chair of Committees

I Certify that this Ordinance was passed by the Standing Committee of the Synod of the Diocese of Sydney on 18 February 2020.

D GLYNN  
Secretary

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I Assent to this Ordinance.

GN DAVIES  
Archbishop of Sydney

17/02/2020