

PROVISIONAL ORDER

with respect to the re-unification of churches within the Dutch Reformed church family

INTRODUCTION

The Moderators of the four churches of the DRC Family at their meeting of 25-26 of May 2015 at Hatfield, Pretoria envisaged together the prospect of a provisional order which will present us with an opportunity to proceed towards church unity and establish a final church order. This provisional order will be based on the confessional basis of the four churches.

PREAMBLE

We as the four churches have decided to journey together called by the Triune God to participate in His mission to the world, so that the world may believe that God has sent Jesus as Savior to the world.

We therefore, envisage a new reunited church in the DRC Family, which is missional, committed to the Biblical demands of love, reconciliation, justice and peace.

We realize this process will present many challenges and issues to contend with, but we accept the challenges in being obedient to our Lord and His Word.

We are called to a life, ministry and ecclesiology of obedience and sacrifice.

Knowing that walking this road will ask us to put all selfish ambition aside and to give ourselves as Christ did, we do this in active response to the gospel that Christ in His mercy poured out on us. We respond to Christ's love and Spirit who unites us to Christ in a deep and eternal fellowship. We acknowledge that Christ already gained the victory over all opposing forces so that we can look forward in hope to that day when all knees shall bow and every tongue confess that Jesus Christ is Lord (Phil 1:27 - 2:18).

We are committed to accept all the gifts brought by the four churches to the reconciliation, restoration and reunification process.

STATEMENT OF INTENT

We intend to become a faith community that will express the new humanity and identity in Christ in Southern Africa.

We recognize that we are part of one holy catholic and apostolic Church sustained by the Holy Spirit, hearing and proclaiming the message of Jesus Christ and glorifying God our Father.

The intention of this provisional order is to facilitate and encourage in practical ways our churches' visible reunification at all levels while being constantly informed primarily by the following issues:

1. the broadening confessional basis
2. the socio-historical challenges
3. the historical pain and suffering
4. our divided and unreconciled past
5. injustices
6. racism

INTRODUCTION

This provisional order deals mainly with those joint ventures which need special arrangements. Many other things which can and should happen between members of our churches, congregations, presbyteries and synods are not mentioned here. Together believers must discover in their different contexts what the Lord wants them to do. The intention is that in this new phase of our journey together towards unification the door is open for each member and each meeting for that which the Lord makes possible for them.

SECTION I. CONGREGATIONS

Joint congregations (saamgevoegde gemeentes)

1. The agreement

- 1.1. When two or more congregations, belonging to at least two different churches within the DR church family, want to form a joint congregation, each of the competent church councils separately takes a decision to that effect. These decisions as well as the related stipulations are included in a written agreement.
- 1.2. A joint congregation can also include a ward (Afrikaans: wyk) of a congregation of one of the churches within the DR church family. In that case the decision as mentioned above will be taken by the church council of the congregation the ward is part of. The rights and duties – both in their original congregation and in the joint congregation – of the members of the latter congregation that participate in the joint congregation are written down in the aforementioned agreement. Any stipulation in this Provisional Order applies to them analogically. Such members can only be eligible for elder or deacon in one of the congregations, as laid down in the agreement.
- 1.3. A decision as meant above requires the approbation of the members of the congregation as well as the approval of the presbytery or its mandatory, to be obtained according to the rules of the relevant church order.

1.4. The agreement includes among others stipulations on:

- worship services,
- the administration of Word and sacraments,
- the vocation of ministers,
- the election of elders and deacons,
- the functioning of the joint church council,
- properties and finances
- membership registration.

1.5. The agreement is made either for a limited time or for an unlimited time. If the agreement is made for a limited time, and none of the congregations involved has ended it by termination, it is silently prolonged for a similar number of years.

1.6. The agreement ends by termination. Termination is only effective one year after the decision to terminate is taken, unless the majority of the members of the joint church council as well as the majority of the church council members from each of the constitutive congregations separately agree on a shorter term.

1.7. The agreement can only be changed afterwards with the approbation of the members of the joint congregation.

1.8. In the official designation of the joint congregation the official names of the constitutive congregations have to be included.

2. The joint church council

2.1. In every joint congregation there is a joint church council, constituted of the ministers, elders and deacons – as far as they are members of the church council – of the joining congregations. When at the moment of joining other members of a church council are in place, they complete their church orderly term in the joint church council.

- 2.2. In case of vacancies the joint church council elects new office-bearers. The members of the joint congregation will be given the opportunity to nominate persons for election. Only those members of the congregation are eligible who qualify in terms of the church order and stipulations of the church they originally belong to.
- 2.3. The approbation of the election and the confirmation of the elected elders and/or deacons will take place according to the stipulations and with use of the form of any of the churches involved.
- 2.4. The joint church council decides on the term of service of its elders and deacons, and on the possibility of re-election. The maximum term of service of an elder or deacon, including a re-election, is four years. A longer term is only possible with the permission of the competent presbytery.
- 2.5. The agreement contains stipulations regarding the procedure for the election of ministers . These stipulations cannot be in conflict with the church order and stipulations of any of the constitutive churches.
- 2.6. The calling, the approbation, and the confirmation of an elected minister will take place in accordance with the church order and stipulations of the church the elected minister belongs to.
- 2.7. A consulent for a joint congregation is appointed by the joint presbytery, or – if the congregation is not part of a joint presbytery – by one of the competent presbyteries, as agreed upon between these presbyteries. Preferably the consulent is a not a minister of the same church to which the minister(s) of the joint congregation belong(s).

3. Responsibilities and tasks

- 3.1. Life and work of a joint congregation are fully integrated, except where it is excluded in the agreement, where it is not possible or where the joint church

council decides otherwise. In such cases the specific church order stipulations apply.

- 3.2. The joint church council acts with the authority and accountability of the church council of each of the congregations involved.
- 3.3. The agreement can imply, or the joint church council can decide, that issues of church discipline and issues that are directly related to the legal personality of one of the congregations will be dealt with by the church council members from that particular congregation, who – only in that case, or as agreed by the joint church council – act as the church council of that congregation and act in accordance with the church order and stipulations of that church.
- 3.4. If it is agreed that issues of church discipline will be dealt with by the (entire) joint church council, this council will keep to the procedural rules as given in the church order of the church to which the church member under discipline belongs, including the rules for appeal. No disciplinary action can be taken without the approval of the majority of the church council members from that particular church.
- 3.5. The joint church council meets at least four times a year.
- 3.6. One of the ministers acts as the chair of the meeting. In case of a vacancy the consulent/interim minister chairs the meeting. It is only with the approval of the competent presbyteries that an elder can be appointed chair of the joint church council.

4. The ministry

- 4.1. In order to administer the Word and/or the sacraments, the church council can invite any person who is authorized to do so in one of the churches participating in the joint congregation, unless it is agreed differently. No person can be invited that has no authorization in any of the churches.

- 4.2. Within the possibilities as given in the church orders and decisions of the competent churches, the church council makes decisions regarding the liturgical order, liturgical forms, songbooks, Bible translations and other aspects of worship to be in use in the worship services of the congregation.
- 4.3. A common policy with regard to the admission to Holy Supper will be part of the agreement on which the joint congregation is based.
- 4.4. Issues regarding the ministry of the ministers will be dealt with according to the church order stipulations of the church he/she originally belongs to. Decisions in this respect can only be taken with the consent of the majority of the members of the joint church council that belong to the same church as the minister. In case this majority is not found, the issue will be referred for decision to the competent presbytery.

5. Membership registration

- 5.1. The joint congregation maintains the existing membership registration of the constitutive congregations. The membership registration of the joint congregation includes for each member a reference to the constitutive congregation he/she belongs to.
- 5.2. New members of the joint congregation choose for registration as members of one of the constitutive congregations.
- 5.3. Baptized children are registered as members of the constitutive congregation of their mother, unless both parents decide otherwise.

SECTION II. PRESBYTERIES

Joint presbyteries (saamgevoegde ringe)

1. *The agreement*

- 1.1. When two or more presbyteries, belonging to at least two different churches within the DR church family, want to form a joint presbytery, each of the competent presbyteries separately takes a decision to that effect. These decisions as well as the related stipulations are included in a written agreement.
- 1.2. Before a decision as meant above is taken, the presbytery gives all congregations in its constituency the opportunity to express their opinions in writing. Such a decision requires the approval of the (regional) synod(s) or its mandatory, to be obtained according to the rules of the relevant church order.
- 1.3. The agreement includes among others stipulations on:
 - the functioning of the joint presbytery,
 - the specific tasks of the presbytery,
 - properties and finances.
- 1.4. A joint presbytery includes all congregations that are part of the respective separate presbyteries. After consultation of the competent presbyteries, the competent (regional) synod(s) or its mandatory can allow a congregation, on its request, to become part of another presbytery.
- 1.5. The agreement is made either for a limited time or for an unlimited time. If the agreement is made for a limited time, and none of the presbyteries involved has ended it by termination, it is silently prolonged for a similar number of years.
- 1.6. The agreement ends by termination. Termination is only effective one year after the decision to terminate is taken, unless the majority of the members of the joint presbytery as well as the majority of its members from each of the constitutive presbyteries separately agree on a shorter term.
- 1.7. The agreement can only be changed afterwards with the approval of the (regional) synod(s).

1.8. In the official designation of the joint presbytery the official names of the constitutive presbyteries have to be included.

2. *Responsibilities and tasks*

2.1. The responsibilities and tasks of a joint presbytery include all responsibilities and tasks a presbytery has according to the church orders and stipulations of the constitutive churches. Where applicable the joint presbytery – in executing its responsibilities and tasks with regard to congregations and office-bearers – acts according to the rules as laid down in the church order and stipulations of the church the congregation or office-bearer belongs to.

2.2. Life and work of a joint presbytery are fully integrated, except where it is excluded in the agreement, where it is not possible or where the joint presbytery decides otherwise. In such cases the specific church order stipulations apply.

2.3. The joint presbytery acts with the authority and accountability of each of the presbyteries involved.

2.4. If a joint presbytery is part of two (regional) synods that have not themselves formed a joint (regional) synod, the presbytery sends delegates to both (regional) synods. Such delegates only have voting rights in the (regional) synod if they are members of the particular church this (regional) synod is part of. Delegates that do not meet this requirement, can only have an advisory role or act as an observer, in accordance with the rules of that particular (regional) synod.

2.5. The agreement can imply, or the joint presbytery can decide, that issues of church discipline, appeals and issues that are directly related to the legal personality of one of the congregations or presbyteries – including property issues – will be dealt with by the presbytery members from that particular church; only in that case, or as agreed by the joint presbytery, the latter act as

the presbytery of that particular church and act in accordance with the church order and stipulations of that church.

- 2.6. If it is agreed that issues of church discipline (Afrikaans: tug en dissipline) will be dealt with by the (entire) joint presbytery, this presbytery will keep to the procedural rules as given in the church order of the church to which the office-bearer under discipline belongs, including the rules for appeal. No disciplinary action can be taken without the approval of the majority of the presbytery members from that particular church.
- 2.7. If it is agreed that appeals and issues that are directly related to the legal personality of one of the congregations or presbyteries – including property issues – will be dealt with by the (entire) joint presbytery, this presbytery will keep to the procedural rules as given in the church order of the relevant church.
- 2.8. The joint presbytery meets at least once in two years.
- 2.9. If a joint presbytery is part of two (regional) synods that have not themselves decided to cooperate intensively or to become a joint (regional) synod – as stipulated below –, appeals against decisions of that presbytery will be filed with both (regional) synods, and these synods or their mandatories will decide on it together.

SECTION III. (REGIONAL) SYNODS

1. The agreement

- 1.1. In view of the unification of the churches of the DR church family, and taking into account the present legal status and competences of the (regional) synods of these churches, such synods are challenged to cooperate to the best of their abilities.

- 1.2. When two or more (regional) synods, belonging to at least two different churches within the DR church family, want to cooperate intensively, each of the competent (regional) synods separately takes a decision to that effect. These decisions as well as the related stipulations are included in a written agreement.
- 1.3. If two (regional) synods, belonging to two different churches within the DR church family share the same geographical boundaries, they can decide to form a joint (regional) synod. In that case each of the competent (regional) synods separately takes a decision to that effect. These decisions as well as the related stipulations are included in a written agreement.
- 1.4. Before a decision as meant above (par. 2 and 3) is taken, the (regional) synod gives all congregations and presbyteries in its constituency the opportunity to express their opinions in writing. Such a decision requires the approval of the general synod(s) or its mandatory, to be obtained according to the rules of the relevant church order.
- 1.5. The agreement includes among others stipulations on:
 - the functioning of the cooperating (regional) synods/joint (regional) synod,
 - the specific tasks of the cooperating (regional) synods/joint (regional) synod,
 - properties and finances.
- 1.6. Cooperating (regional) synods as well as joint (regional) synods include all presbyteries that are part of the respective separate (regional) synods.
- 1.7. The competent (regional) synod(s) or its mandatory can allow a (joint) congregation or a (joint) presbytery, on its request, to become part of another (regional) synod, if at least a two-thirds majority of the church councils of the congregations in that (joint) presbytery express their approval.

- 1.8. The agreement is made either for a limited time or for an unlimited time. If the agreement is made for a limited time, and none of the cooperating (regional) synods or joint (regional) synods involved has terminated it, it is silently prolonged for a similar number of years.
- 1.9. The agreement ends by termination. Termination is only effective one year after the decision to terminate is taken, unless the majority of the members of each of the cooperating (regional) synods or joint (regional) synod agrees on a shorter term.
- 1.10. The agreement can only be changed afterwards with the approval of the competent general synods.
- 1.11. In the aforementioned agreement the cooperating (regional) synods or joint (regional) synod specify which of the responsibilities and tasks that they have, according to the church order and stipulations of the respective churches, will be executed together.
- 1.12. Appeals against (ratified) decisions of cooperating (regional) synods or joint (regional) synod will be filed with both general synods, and these synods or their mandatories will decide on it together.

III/1 COOPERATING (REGIONAL) SYNODS

2. Responsibilities and tasks

- 2.1. Cooperating (regional) synods meet jointly as often as required from the perspective of the responsibilities and tasks they execute together.
- 2.2. Decisions as taken in a joint meeting of cooperating (regional) synods, only have power if ratified afterwards in separate meetings of all competent (regional) synods.

- 2.3. The moderation/executive and/or the moderamen/ synodical commission of the cooperating (regional) synods meet jointly; they only deal with a separate agenda if that is necessary for reasons of legal responsibilities.
- 2.4. The committees of the cooperating (regional) synods meet jointly; they only deal with a separate agenda if that is necessary for reasons of legal responsibilities.
- 2.5. The joint meeting of moderatures/executives prepares the joint meeting of the cooperating (regional) synods. Together the moderatures/executives take responsibility for the implementation of decisions as taken in a joint meeting of cooperating (regional) synods.
- 2.6. If it is agreed that appeals and issues that are directly related to the legal personality of one of the congregations or presbyteries – including property issues – will be dealt with in a joint meeting of the cooperating (regional) synods, this joint meeting will keep to the procedural rules as given in the church order of the relevant church.

III/2 JOINT (REGIONAL) SYNODS

3. *Responsibilities and tasks*

- 3.1. In the official designation of the joint (regional) synod the official names of the constitutive (regional) synods have to be included.
- 3.2. The responsibilities and tasks of a joint (regional) synod include all responsibilities and tasks a (regional) synod has according to the church orders and stipulations of the constitutive churches. Where applicable the joint (regional) synod – in executing its responsibilities and tasks with regard to congregations and presbyteries – acts according to the rules as laid down in the church order and stipulations of the church the congregation or the presbytery belongs to.

- 3.3. Life and work of a joint (regional) synod are fully integrated, except where it is excluded in the agreement, where it is not possible or where the joint (regional) synod decides otherwise. In such cases the specific church order stipulations apply.
- 3.4. The joint (regional) synod acts with the authority and accountability of each of the presbyteries involved.
- 3.5. The joint (regional) synod elects its moderation/executive and its moderamen/synodical commission according to the stipulations as written down in the aforementioned agreement. It has its joint committees, and it appoint the members of such committees.
- 3.6. The joint (regional) synod sends delegates to both competent general synods. Such delegates only have voting rights in the general synod if they are members of that particular church. Delegates that do not meet this requirement, can only have an advisory role or act as an observer, in accordance with the rules of that particular general synod.
- 3.7. The agreement can imply, or the joint (regional) synod can decide, that issues of church discipline, appeals and issues that are directly related to the legal personality of one of the congregations or presbyteries – including property issues – will be dealt with by the members of the joint (regional) synod from that particular church; only in that case, or as agreed by the joint (regional) synod, the latter act as the (regional) synod of that particular church and act in accordance with the church order and stipulations of that church.
- 3.8. If it is agreed that issues of church discipline (Afrikaans: tug en dissipline) will be dealt with by the (entire) joint (regional) synod or its mandatory, this joint (regional) synod will keep to the procedural rules as given in the church order of the church to which the office-bearer under discipline belongs, including the rules for appeal. No disciplinary action can be taken without the approval of the majority of the members of the joint (regional) synod or its mandatory belonging to that particular church.

- 3.9. If it is agreed that appeals and issues that are directly related to the legal personality of one of the congregations or presbyteries – including property issues – will be dealt with by the (entire) joint (regional) synod or its mandatory, this (regional) synod will keep to the procedural rules as given in the church order of the relevant church.
- 3.10. The joint (regional) synod meets at least once in four years.

4. *Provincial convent*

- 4.1. If all (regional) synods of two or more churches of the DR church family within the boundaries of a province of the Republic of South Africa or in a neighboring state agree, they can come together in a (provincial) convent, in order to witness to, to celebrate and to enhance the ongoing unification of the churches in the political and social context of that particular province/country, and to further our common service and witness.
- 4.2. The convent will elect its own leadership.

SECTION IV. GENERAL SYNODS

1. The moderatures/executives and/or the moderamens/synodical commissions of the general synods of two or more of the churches of the DR church family can meet jointly and take joint decisions.
2. These joint decisions only have power if ratified afterwards in separate meetings of the competent moderatures/executives and/or the moderamens/synodical commissions.

SECTION V. JOINT MINISTRIES

1. Joint ministries must be encouraged, in accordance with existing agreements between the churches in the DR church family.

2. New ministries should only be undertaken after consultation with the other churches in the DR church family, with the explicit aim to do it together as far as possible.
3. Congregations, presbyteries, (regional) synods and general synods can establish joint ventures or joint legal entities (companies, NPO's, etc.) in order to enhance the joint ministries, as long as all relevant church assemblies agree.

4. SECTION VI. PARTICULAR STIPULATIONS

1. A congregation of a church within the DR church family that is part of a presbytery that transcends the geographical borders of one of the (regional) synods of the other churches within the DR church family, can apply for participation as an associate member in the presbytery and/or the (regional) synod in its geographic area. Such application can only be granted with the consent of the presbytery, the (regional) synod respectively the general synod of the church to which the congregation belongs. Such a congregation also continues its participation in its own ecclesial structures.
2. As pertaining to the RCA, the RCA can be awarded, on its request, a particular kind of participation in any of the general synods of the other churches within the DR church family, according to the church order and stipulations of each particular church.