Corporations Act 2001 (Cth)

Company Limited by Guarantee

Constitution

As endorsed at AGM – 23 October 2014

Place Leaders Association Limited
ACN 137 677 920

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Corporations Act 2001

Company Limited by Guarantee

Constitution of Place Leaders Association Limited

1. Definitions and interpretation

1.1 Definitions

In this Constitution, unless a contrary intention appears:

Acknowledgement Form means the Form of Acknowledgement of Understanding of the Purpose and Objects of the Company which is referred to in clause **Error! Reference source not found.** and which each new member is required to sign on applying for membership of the Company;

Act means the *Corporations Act 2001* (Cth) as amended, varied, re-enacted or substituted;

Association means the unincorporated association known as the Place Leaders Association, which organisation preceded the establishment of the Company and performed all of its powers and functions so far as it was able to do so as an unincorporated association;

Board means the directors of the Company for the time being;

Business Day means a day on which banks are open for retail banking business, other than a Saturday or Sunday;

Chairman means a Director who is the chairman of the Company for the time being;

Company means the company constituted by this Constitution;

Confidential Information means all information belonging or relating to the Company or a member, whether oral, graphic, electronic, written or in any other form and including all intellectual property (whether registered or unregistered and including applications and proposals for intellectual property rights), which is not generally available to the public at the time of disclosure or that is in fact, or should reasonably be regarded as, confidential;

Constitution means this constitution as modified or replaced from time to time;

Director means a director of the Company for the time being;

Financial Year means a year commencing on 1 July and ending on 30 June;

Member means a member of the Company eligible for membership under clause 4 and admitted to membership under clause 5.2;

Government means any one of the local, state, territorial or federal governments of Australia, New Zealand or any other country in the Region in which a member resides or is incorporated;

Government Agency means an agency, authority, body, department or other entity which is constituted by or otherwise owned or controlled by a Government;

GST has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (as amended);

Member means any entity that is entered in the Company's register of members as a Member;

Membership means membership of the Company;

Nominating Committee means the committee formed under clause 24.1;

Ordinary resolution means a resolution passed at a general meeting:

a) on a show of hands, by at least 60% of members present and entitled to vote; or

b) on a poll, by at least 60% of the total voting rights of all members present and entitled to vote;

Place Making means all activities associated with planning for, developing, improving, remediating, rehabilitating, renewing and maintaining significant public places and spaces, including existing and proposed urban development projects;

Place Management means all activities associated with managing and operating significant public places and spaces, including existing and proposed urban development projects;

Region means Australia, New Zealand and any other countries approved from time to time by the Board;

Secretary means the secretary of the Company for the time being;

Special Resolution means a resolution passed at a general meeting;

(a) on a show of hands, by more than 75% of members present and entitled to vote; or

(b) on a poll, by more than 75% of the total voting rights of all members present and entitled to vote;

Standard Fee means the standard fee (excluding GST) payable by a Member for access to and participation in services and activities provided by the Company, as determined by the Board or the Company in general meeting, as the case may be, from time to time;

Treasurer means the treasurer of the Company for the time being; and

any other terms which are not specifically defined in this Constitution have the meanings given to them in the Act.

1.2 Interpretation

In this Constitution, unless a contrary intention appears:

(a) the singular includes the plural and vice versa;

(b) a gender includes the other genders;

(c) headings are used for convenience only and do not affect the interpretation of this Constitution;

(d) a reference to a document includes the document as modified from time to time and any document replacing it;

(e) if something is to be done on a day which is not a Business Day, then that thing must be done on the next or following Business Day;

(f) person includes a natural person and any body or entity, whether incorporated or not;

(g) month means calendar month;

(h) year means twelve months or, in any case in which provision is made in this Constitution for the term of office of a Director or officer, a year means the period between one annual general meeting and the next annual general meeting;

(i) in writing includes any communication sent by letter or e-mail;

(j) a reference to a specific clause or paragraph is a reference to a specific clause or paragraph of this Constitution;

(k) a reference to any statute, proclamation, clause, regulation or ordinance includes any amendment, consolidation, modification, re-enactment or reprint of it or any statute, proclamation, clause, regulation or ordinance replacing it;

(l) a reference to a specified section, clause, paragraph, schedule or item of any statute, proclamation, clause, regulation or ordinance is a reference to the equivalent section of the statute, proclamation, clause, regulation or ordinance which is for the time being in force;

(m) including and similar expressions are not words of limitation;

(n) money amounts are taken to be in Australian currency; and

(o) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed ("defunct body"), means the agency or body which performs most closely the functions of the defunct body.

2. Objects, powers and not for profit

2.1 Objects

The principal object of the Company is to serve as an independent, not for profit association representing members in the field of Place Making and Place Management in the Region. The Company's particular objects are to:

(a) advance and extend the role of Place Making and Place Management among Government Agencies and other interested parties;

(b) provide members with opportunities to network with and gain knowledge from one another and from opinion leaders, academics and others with an interest or contribution to make to the advancement of Place Making and Place Management;

(c) provide members with a formal "knowledge-base" in addition to a forum for the exchange of expertise, opinions and ideas concerning Place Making and Place Management;

(d) pursue, and provide members with opportunities to learn about and pursue, best practice in Place Making and Place Management (including latest developments in planning, site remediation, ecological sustainability and the preservation of natural and built environments);

(e) identify and resolve issues of common interest to members by means of benchmarking, training and research and development programs which relate to Place Making and Place Management; and

(f) seek to adopt and pursue standard practices and consensus views among members on issues relating to Place Making and Place Management so far as it is practicable and lawful to do so.

The Company will not promote, encourage or sanction any action tending to prevent or restrict competition either as between one member and another or as between members and non-members, and whether by way of price-fixing, allocation of markets or otherwise.

2.2 Powers

The Company may:

(a) do anything which it considers will help advance and achieve its objects;

(b) organise meetings, workshops, seminars, conferences and other events and activities in pursuance of its objects;

(c) produce, circulate and sell publications and other material; and

(d) do anything ancillary or incidental to its powers.

2.3 Not for profit

The income and profit of the Company must be applied solely towards the promotion of the objects of the Company as set out in clause 2.1 and no portion of the Company's income or profit is to be paid or transferred, directly or indirectly, by way of dividend, bonus or otherwise to members or Directors.

Income will be derived principally from membership fees and, in the ordinary course of the activities of the Company, from charges for seminars, conferences, sales of publications and other sources consistent with the objects of the Company.

3. Membership

3.1 Initial membership

On the date of adoption of this Constitution, the persons listed in Schedule 1 will be the initial members of the Company. The Board may admit further persons as members of the Company in accordance with this Constitution.

3.2 Membership classes

The Company will have tiered membership categories, one of which is reserved for membership by public sector agencies only.

3.3 Rights of members

Membership in the Company will entitle the member or its representatives to participate in the activities of the Company, subject to the provisions of this Constitution.

3.4 Representatives of members

A member may be represented in various of the Company's activities by such representative or representatives as the member may choose, subject to such qualifications as may be imposed from time to time by the Board provided, however, that no more than one representative of any member will be entitled to vote on the same questions or, at the same time, to hold office or to hold membership of the Board.

No representative of any member will be eligible for selection or to serve as:

(a) an officer for a term during which another representative of the same member serves as an officer; or

(b) a member of the Board to serve for a term during which another representative of the same member serves on the Board.

4. Eligibility for membership and rights of different members

(a) To be eligible as a Member a natural person, organisation, firm or partnership must:

(i) be a Government Agency, a wholly owned subsidiary of a Government Agency or a special purpose body established by or under the control of a Government or a Government Agency or

(ii) be an organisation with the primary responsibility as an owner for place making and / or place management; and or

(iii) be a professional organisation (including any organisation offering planning, architectural, engineering, landscape architectural, legal, financial, public relations and marketing services), a land and property developer, an academic, research or professional institution or body or an association representing any of the above, in each case whether publicly or privately funded; or

(iv) be a person with demonstrated interest and experience in place making and / or place management; and

(v) operate in the Region; and

(vi) own, manage or control or be able to establish that it proposes to own, manage or control a significant public space; and / or

(vii) establish it has an interest in Place Making and Place Management and the advancement of the objects of the Company.

(b) Consistent with the applicable category of membership, membership entitles an organisation and, as far as applicable, its representatives to:

(i) vote at, and request the convening of, general meetings; and

(ii) be elected to, or hold office on, the Board,

in each case in accordance with this Constitution; and

(iii) liaise and network with other Members; and

(iv) have full access to the Company's library of publicly available submissions, research papers, reports and other published material at no cost; and

(v) be invited to join with other Members on specific projects in preparing submissions, research papers, reports and other published material; and

(vi) have access to submissions, reports, publications and other material prepared or commissioned by the Company free of charge in any case in which that Member has contributed to any such submission, report, publication or other material and at a charge set by the Board in any other case; and

(v) participate in in-house workshop events on payment of a registration fee set by the Board; and

(vi) attend annual conferences of the Company on payment of a registration fee set by the Board; and

(vii) save as expressly provided in this Constitution, otherwise to enjoy all the privileges and benefits of Membership.

(c) Each Member acquiring Confidential Information[1] from the Company or another member acknowledges that all such Confidential Information is the property of and confidential to the Company or the member which made it available or disclosed it. The Member must:

(i) keep all such Confidential Information confidential and not directly or indirectly disclose that Confidential Information to any other person without the prior written approval of the Company or the disclosing member;

(ii) take all reasonable steps to secure and keep secure all the Confidential Information coming into its possession or control; and

(iii) not memorise, use, modify, reverse engineer or make copies, notes or records of the Confidential Information for any purpose other than in connection with the performance by the Member of its obligations under this Agreement.

(d) At the discretion of the Board, Members may be appointed as full participants or as observers or consultants to any standing or ad hoc committee, working party or similar representative body established by the Company or the Board and, again at the discretion of the Board, with or without a determinative vote.

5. Membership: application and general provisions

5.1 General qualifications for all members

As well as meeting the qualifications for membership, all applicants for membership must support the objects of the Company.

5.2 Admission to membership

(a) An organisation or natural person may become a member only by invitation of the Company.

[1] It is noted that the original intent of sharing of confidential non-public information between public sector agencies is retained for Full Members that are or have been Full Members noted on the Members Register as at 27 September 2012.

(b) An application to become a member must be made on the printed form supplied by the Company and must be duly signed.

(c) Applications for membership must be accompanied by:

(i) the annual membership fee for the class of membership to which the application relates; and

(ii) a signed and completed Form of Consent and an Acknowledgement Form.

(iii) All forms of application and accompanying fees must be submitted to the Secretary.

(d) The Secretary will report to the Board the names of the applicants who have complied with this provision and are eligible for membership.

(e) An applicant will be elected as a Member by affirmative vote of a majority of the members of the Board.

5.3 Power of Board to reject and determine any application

Notwithstanding the Company has invited an organisation or a natural person to become a member of the Company and that organisation as an applicant otherwise fulfils the requirements of clauses 5.1 and 5.2(b), the Board may at its absolute discretion:

reject any application for membership.

6. Membership fees

6.1 Liability for membership fees

(a) All members must pay membership fees to the Company when due and payable.

(b) All Members must pay their annual membership fee on the anniversary of their membership and within 30 days of being sent an invoice for the membership fee by the Company.

6.2 Membership fee levels

Subject to clause **Error! Reference source not found.**, the level and method of payment of membership fees payable by each category of member from time to time may be set, varied and increased (and in any event must be approved) by the Board.

6.3 Different rates of fees

Subject to clause 6.4, membership fees may be set at different rates for different categories of members and, at the discretion of the Board, at different rates within each category of membership.

6.4 Limitation on increase of fees

(a) The Board may not increase the level of membership fees payable by each category of member by more than 5% in succeeding Financial Years, nor by more than 12% over the course of 3 Financial Years.

(b) The amount of membership fees payable by each category of member may only be increased by more than 5% in succeeding Financial Years, or by more than 12% over the course of 3 Financial Years, in each case by the Company by resolution passed in general meeting.

7. Register of members

(a) The Secretary must keep and maintain a register of members containing:

(i) the name and address of each member; and

(ii) the date on which each member's name was entered into the register.

(b) The register of members is available for inspection free of charge by any member upon request.

(c) A member may make a copy of entries in the register of members.

8. Cessation of membership

8.1 Withdrawal

Any member intending to resign as a member of the Company will provide written notice of resignation to the Secretary.

8.2 Cancellation of membership

A member ceases to be a member if his or her membership is cancelled under this clause **Error! Reference source not found.**. In this event, that member's name will be removed from the register of members and the date of the removal will be recorded.

9. Cancellation of membership

9.1 Board may cancel a membership

The Board may, by resolution, cancel the membership of a member:

(a) if the member wilfully refuses or neglects to comply with the provisions of this Constitution;

(b) if the member is guilty of conduct which, in the view of the Board, is unbecoming of a member or prejudicial to the interests or reputation of the Company;

(c) if the member fails to pay his or her membership fees within a period of 60 days after those fees became payable;

(d) because of a determination that the member is no longer eligible for membership under this Constitution; or

(e) by reason of the conviction of the member of a criminal offence.

(f) cancellation of the membership of a member will also serve to remove a member and his or her representatives from the Board and any committee of the Company, causing his or her positions on the Board or any such committee to become vacant.

9.2 Secretary to notify Board of possible grounds for cancellation

The Secretary will report to the Board any facts or circumstances which he or she believes or suspects constitute grounds for cancellation of a member's membership under clause **Error! Reference source not found.**.

10. Discipline, suspension and expulsion of members

10.1 Resolution of Board

Subject to this Constitution, if the Board is of the opinion that a member has wilfully refused or neglected to comply with a provision of this Constitution, or has been guilty of conduct unbecoming of a member or prejudicial to the interests of the Company, the Board may resolve to:

(a) fine that member an amount not exceeding $500;

(b) suspend that member from membership of the Company for a specified period;

or

(c) expel that member from the Company.

10.2 Effect of Resolution

In any case in which a member exercises a right of appeal to the Company under clause 10.6, a resolution of the Board under clause 10.1 will not take effect unless and until the Company confirms the resolution in accordance with clause 10.9..

10.3 Meeting of Board

A meeting of the Board to confirm or revoke a resolution passed under clause 10.1 must be held not earlier than 14 days, and not later than 28 days, after notice has been given to the member in accordance with clause 10.4.

10.4 Notice by Secretary

For the purposes of giving notice in accordance with clause 10.3, the Secretary must, as soon as practicable, cause to be given to the member a written notice:

(a) setting out the resolution of the Board and the grounds on which it is based;

(b) stating that the member, or his or her representative, may address the Board at a meeting to be held not earlier than 14 days, and not later than 28 days, after the notice has been given to that member;

(c) stating the date, place and time of that meeting;

(d) informing the member that the member may do one or both of the following:

  (i) attend that meeting; or

  (ii) give to the Board before the date of that meeting a written statement seeking the revocation of the resolution; and

(e) informing the member that if at that meeting the Board confirms the resolution, the member may not later than 7 days after that meeting give the Secretary a written notice to the effect that the member wishes to appeal to the Company in general meeting against the resolution.

10.5 Due Process

At a meeting of the Board to confirm or revoke a resolution passed under clause 10.1, the Board must:

(a) give the member, or his or her representative, an opportunity to be heard;

(b) give due consideration to any written statement submitted by the member; and

(c) determine by resolution whether to confirm or to revoke the resolution.

10.6 Appeal to General Meeting

If at the meeting of the Board, the Board confirms the resolution, the member may, not later than 7 days after that meeting, give the Secretary a written notice to the effect that the member wishes to appeal to the Company in general meeting against the resolution.

10.7 Convening a General Meeting

If the Secretary receives a notice under clause 10.6, he or she must notify the Board and the Board must convene a general meeting of the Company to be held within 28 days after the date on which the Secretary received the notice.

10.8 General Meeting

At a general meeting of the Company convened under clause 10.7 :

(a) no business other than the question of the appeal may be conducted;

(b) the Board may place before the meeting details of the grounds for the resolution and the reasons for the passing of the resolution;

(c) the member, or his or her representative, must be given an opportunity to be heard; and

(d) the Full Members present must vote by secret ballot on the question whether the resolution should be confirmed or revoked.

10.9 Votes Required

A resolution is confirmed if, at the general meeting, not less than 60% of the Full Members vote in person, by representative or by proxy, in favour of the resolution. In any other case, the resolution is revoked.

11. Disputes and mediation

11.1 Grievance Procedure

The grievance procedure set out in this clause applies to disputes under this Constitution between:

(a) a member and another member; or

(b) a member and the Company.

11.2 Attempt to resolve

The parties to the dispute must meet and discuss the matter in dispute and, if possible, resolve the dispute within 14 days after the dispute comes to the attention of all of the parties to the dispute.

11.3 Mediator to be appointed

If the parties are unable to resolve the dispute at the meeting, or if a party fails to attend that meeting, then the parties must, within 10 days, hold a meeting in the presence of a mediator.

11.4 Mediator

The mediator must be:

(a) a person chosen by agreement between the parties; or

(b) in the absence of such agreement:

(i) in the case of a dispute between a member and another member, a person appointed by the Board; or

(ii) in the case of a dispute between a member and the Company, a person who is a mediator appointed or employed by the Australian Commercial Disputes Centre Limited.

A member of the Company can be a mediator, although the mediator cannot be a member who is a party to the dispute.

11.5 Attempt to settle

The parties to the dispute must, in good faith, attempt to settle the dispute by mediation.

11.6 Conduct of mediator

The mediator, in conducting the mediation, must:

(a) give the parties to the mediation process every opportunity to be heard;

(b) allow due consideration by all parties of any written statement submitted by any party;

(c) ensure that natural justice is accorded to the parties to the dispute throughout the mediation process; and

(d) rule on any question of costs but so as to ensure generally that the party in whose favour a dispute is resolved does not bear any costs.

The mediator must not determine the dispute.

11.7 Failure to resolve

If the mediation process does not result in the dispute being resolved, the parties may seek to resolve the dispute in accordance with the law and by recourse to legal proceedings.

12. General meetings

12.1 Annual general meetings

The Company must hold an annual general meeting once in each calendar year and no later than 5 months after the end of each Financial Year.

12.2 Venue of annual general meeting

An annual general meeting must be held at such place the Board sets for the meeting.

12.3 Business at annual general meeting

In addition to any other business which may be transacted at an annual general meeting, the business of an annual general meeting is to include the following:

(a) to confirm the minutes of the last preceding annual general meeting and of any extraordinary general meeting held since that meeting;

(b) to receive from the Board reports on the activities of the Company during the last preceding Financial Year; and

(c) to elect the Chairman, the other Directors and other office bearers in accordance with this Constitution.

12.4 Extraordinary general meetings

All general meetings other than annual general meetings are extraordinary general meetings.

12.5 Convening extraordinary general meetings

The Board may convene an extraordinary general meeting whenever it thinks fit at any place it thinks fit.

12.6 Notice

The Board, in convening a general meeting, must give not less than 21 days' notice of the meeting, or such lesser period of time that may be allowed under the Act.

The Board may, to meet emergency conditions, and in accordance with the Act postpone or cancel any general meeting.

12.7 Use of technology

The Company may hold meetings of its members at two or more venues, using any technology that gives the members as a whole a reasonable opportunity to participate.

13. Members may request an extraordinary general meeting

13.1 Power of members to request

The Board must convene an extraordinary general meeting of members on the request of members with at least 5% of the votes that may be cast at an extraordinary general meeting.

13.2 Form of request

The request must:

(a) be in writing;

(b) state any resolution to be proposed to the meeting;

(c) state the names of and be signed by the members making the request; and

(d) be received at the registered office at the Company.

13.3 Board to call meeting

The Board must call the meeting within 21 days from the date of receipt of the request at the registered office of the Company. The meeting is to be held not later than 2 months after the request is received at the registered office.

14. Failure to hold an extraordinary general meeting

14.1 Members may convene a meeting

Members with more than 50% of the votes of all members who make a request under clause 13 may call and arrange to hold an extraordinary general meeting if the Directors do not do so within 21 days from the date of receipt of the request at the registered office of the Company. Any such meeting must be held not later than 3 months after the request is received at the registered office of the Company. The meeting must be called in the same way, so far as is possible, in which extraordinary general meetings of the Company are called.

14.2 Access to members' register

The members calling the meeting may ask the Company for a copy of the register of members. The Board must provide a copy of the register of members to the requesting members without charge.

14.3 At the Company's expense

The Company must pay the reasonable expenses the members incur because the Board failed to call and hold an extraordinary general meeting. The Company may recover this amount from the Directors who will be jointly and individually liable for this amount. A Director who took all reasonable steps to cause the Directors to call a meeting at the members' request will not be liable.

14.4 Conduct of meeting

An extraordinary general meeting convened by the requesting members must be convened in the same manner as nearly as possible as that in which extraordinary general meetings are convened by the Board.

15. Members may call an extraordinary general meeting

15.1 Members may convene a meeting

Members with at least 5% of the votes that may be cast at an extraordinary general meeting may call, and arrange to hold, an extraordinary general meeting. The meeting must be called in the same way, so far as is possible, in which extraordinary general meetings of the Company are called by the Board.

15.2 At members' expense

The members calling the meeting must pay the expenses of calling and holding the meeting.

15.3 Conduct of meeting

An extraordinary general meeting convened under this clause 15 must be convened in the same manner as nearly as possible as that in which extraordinary general meetings are convened by the Board.

16. Notices of general meetings

16.1 Contents of notice

A notice of a general meeting must:

(a) set out the place, date and time for the meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this);

(b) state the general nature of the meeting's business;

(c) if a special resolution is to be proposed at the meeting, set out an intention to propose a special resolution and state the resolution; and

(d) contain a statement that a member has the right to appoint a proxy.

16.2 AGM notice requirements

A notice of an annual general meeting need not state that the business to be done at the meeting includes the consideration of:

(a) the accounts and the reports of the Board and the auditors;

(b) the election of Directors; or

(c) the appointment and fixing of the remuneration of the auditors.

16.3 Sending notice of meeting

A notice of general meeting must be given to each member, the Directors and the auditor for the Company.

16.4 Failure of notice

Inadvertent or accidental failure to give a notice of a general meeting to one or more members, or non-receipt of a notice of a meeting by one or more members, does not invalidate the notice or the meeting.

17. Quorum for general meetings

17.1 Requirement for quorum

No business may be done at a general meeting unless a quorum of members is at the meeting when it proceeds to business.

17.2 Quorum

60% of the voting entitlement of Members present in person or by their representative or proxy constitutes a quorum

17.3 Absence of quorum

If a quorum is not present within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is dissolved.

17.4 Adjourned meeting

Notwithstanding clause **Error! Reference source not found.**, if a quorum is not present for a general meeting that is the annual general meeting within 30 minutes after the time for the meeting set out in the notice of meeting, the meeting is adjourned to the date, time and place the Directors specify. If the Directors do not so specify, the meeting is adjourned to the same day in the next week and at the same place and time. If at the adjourned meeting a quorum is not present within 30 minutes after the time appointed for the meeting, Members with at least 30% of the votes that may be cast at a general meeting present in person or by their representative or proxy, constitute a quorum. If this reduced quorum is not present at the adjourned meeting, the meeting is dissolved.

18. Chairman at general meetings

18.1 Chairman to serve as chairman at general meetings

The Chairman will serve as chairman at general meetings.

18.2 Alternative chairman

At a general meeting where the Chairman is not present within fifteen minutes of the time set for the meeting, or is unwilling to serve as Chairman, the Secretary will serve as chairman of the meeting.

At a general meeting where the Chairman and the Secretary are not present within fifteen minutes of the time set for the meeting, or are unwilling to serve as Chairman, the other Directors present must elect a Director to serve as Chairman of the meeting.

19. Adjournment of general meeting

The Chairman may, and must if directed by resolution of the members at a general meeting, adjourn the meeting, provided that:

(a) no business may be done at an adjourned meeting, except business left unfinished at the meeting from which the adjournment took place;

(b) when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as for an original meeting; and

(c) except as provided in this clause, it is not necessary to give notice of an adjournment or of the business to be done at an adjourned meeting.

20. Voting at general meetings and resolutions

20.1 Resolution by show of hands unless poll demanded.

Subject to clause 24.2, at a general meeting, a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is demanded (before or on the declaration of the results of the show of hands) by:

(a) the Chairman;

(b) at least 5 members present in person or by representative or proxy and entitled to vote on the resolution; or

(c) members with at least 5% of the votes that may be cast on the resolution on a poll.

20.2 Withdrawal of demand for poll

A demand for a poll may be withdrawn.

20.3 Passing a resolution

On a show of hands, a declaration by the Chairman is conclusive evidence of the result. Neither the Chairman nor the minutes need to state the number or proportion of the votes in favour of or against the resolution.

20.4 Time for poll

If a poll is duly demanded, it must be taken in such manner, either at once or after an interval or adjournment or otherwise, as the Chairman directs. However, a poll demanded on the election of the Chairman or on a question of adjournment must be taken immediately.

20.5 Result of poll

The result of a poll will be the resolution of the meeting at which the poll was demanded.

20.6 Chairman's casting vote

Subject to the Act, if a vote at a general meeting is tied on a show of hands a poll must be taken. If voting remains tied on a poll the Chairman has a casting vote in addition to any other vote to which he or she is entitled.

20.7 Resolution by document

If all the members who are entitled to vote on a resolution of the Company have signed a document containing a statement that they are in favour of the resolution in terms set out in the document, the resolution in those terms is deemed to have been passed at a general meeting of the Company held on the date on which the document was signed and at the time at which the document was last signed by a member, or if the members have signed the document on different days, on the day on which, and at the time at which, the document was last signed by a member. Two or more separate documents containing statements in identical terms, each of which is signed by one or more members, are together deemed to constitute one document containing a statement in those terms signed by those members on the respective days on which they signed the separate documents.

21. Voting entitlement

21.1 Voting entitlement

Subject to clause 21.2, at a general meeting. Member's voting entitlements are proportional to the value of their annual membership fee on the basis of one vote per $500. Student members do not have voting entitlement.

21.1 Inability to vote

A member may not vote at a general meeting unless all money (including membership fees) then payable by the member to the Company has been paid.

21.2 Objections to vote

(a) An objection may be made to a voter's qualification only at the meeting or adjourned meeting at which the vote of the voter whose qualification is objected to is given or tendered.

(b) An objection so made will be referred to and determined by the Chairman, whose decision is final.

(c) A vote objected to, but not disallowed, is valid for all purposes.

22. Proxies

22.1 Appointment of proxies

Any member entitled to vote at any meeting may appoint a proxy in writing in the common or usual form which will be in the hands of the Secretary or the Chairman before the commencement of the meeting. The proxy so appointed must be:

(a) a duly authorised representative who is:

(iii) the chief executive officer of a Member; or

(iv) a director or senior executive of a Member or division of a Member; or

(b) the Chairman of the Company.

22.2 Directions on how to vote

An instrument appointing a proxy may direct how the proxy is to vote on a particular matter, question or motion. If it does:

(a) the proxy need not vote on a show of hands, but if the proxy does, the proxy must vote as directed;

(b) if the proxy has two or more appointments that specify different ways to vote on a resolution, the proxy must not vote on a show of hands;

(c) if the proxy is the Chairman, the proxy must vote on a poll and must vote as directed; and

(d) if the proxy is not the Chairman of the meeting, the proxy need not vote on a poll, but if the proxy does, the proxy must vote as directed.

22.3 Voting of proxy

A vote made under an instrument appointing a proxy or a power of attorney is valid even if the instrument or power is revoked, if no written notice of its revocation is received by the Secretary or by the Chairman before the commencement of the meeting or adjourned meeting at which the instrument is used or power exercised.

22.4 Rights of proxy

A proxy at a general meeting may speak, vote and join in a demand for a poll.

23. The Board

23.1 Composition of Board

The Board will comprise the following members:

(a) the Chairman; and

(b) 4 other Directors.

(c) The Chairman also serves as a Director.

23.2 Term of appointment - General

A Director elected in accordance with clause 24 will take office at the conclusion of the general meeting at which he or she is elected and will, subject to this Constitution, hold office until the end of his or her term.

23.3 Term of appointment - Chairman

The Chairman will hold office for a term of two years subject only to confirmation that he or she can remain in that position by resolution of the members at each annual general meeting other than an annual general meeting at which his or her term as Chairman will in any case come to an end. If the Chairman is not re-elected then he or she will retire as Chairman at the conclusion of the annual general meeting which takes place on or about the end of his or her then current term as Chairman.

23.4 Term of appointment - Board positions

Each of the Directors, other than the Chairman, will hold office for a term of two years subject only to confirmation that he or she can remain in that position by resolution of the members at each annual general meeting other than an annual general meeting at which his or her term as a Director will in any case come to an end. Directors will automatically retire as Directors of the Company at the conclusion of the annual general meeting taking place on or about the end of their term. Each may, if nominated and elected, serve as a Director of the Company in the same position for further terms.

23.5 Board vacancies

The Board may fill by casual appointment any office or membership on the Board, including the office of Chairman, which may become vacant during the period between annual general meetings of the Company and which is not filled automatically by succession under this Constitution, such casual appointment to expire when a successor is duly elected and takes office in accordance with the provisions of this Constitution. The office of Chairman may only be filled on a casual vacancy by a person who is a current Director.

23.6 Board Invitees

At the Board's absolute discretion, from time to time, the Board may invite current Place Leaders members to attend Board meetings, workshops and other Board activities to provide advice, support and expertise to inform the development or management of Place Leaders strategy, services, functions, projects or issues. These invited members will attend Board meetings, workshops and other activities in an advisory capacity only and will have no decision making capacity.

24. Election of Directors

24.1 Nomination of Directors

Each year the Chairman will appoint a Nominating Committee consisting of 3 delegates. This Committee will nominate a candidate for each position on the Board which, in accordance with this Constitution, is to be filled at the next annual general meeting.

The Nominating Committee will select as nominees the chief executive officers of Members of the Company or directors and / or senior executives of Members or divisions of Members As far as is consistent with the best interests of the Company, the Nominating Committee will endeavour to ensure that there is a distribution of nominees among representatives of Members of the Company having regard to geographic representation and the range and diversity of their operations.

If a chief executive officer of a Member is appointed as a nominee under this clause 24.1, that chief executive officer may apply to the Chairman to appoint an alternate, nominated by the chief executive officer, who is a director or senior executive of that Member, to act as nominee in place of the chief executive officer for the duration of the appointment of the Nominating Committee.

The nominees will be reported to the entire membership of the Company by the Secretary at least 21 days before the annual general meeting. At the annual general meeting, each position on the Board which, in accordance with this Constitution, is to be filled will be filled by election of the person nominated by the Nominating Committee for each such position on the Board or by election of any other eligible member or its representative who may be nominated from the open floor.

The persons so elected will take office at the conclusion of the annual general meeting at which they are elected.

24.2 Voting for Directors at general meeting

Notwithstanding clause 20.1 and subject to clause 24.4, the Members will vote for each position on the Board separately, the position of Chairman to be decided first, followed by the positions of the 4 other Directors.

Each member may only vote for one nominee for Chairman and for 4 nominees for Director.

24.3 Determination of the successful nominees

(a) This clause will apply to the election of all Directors.

(b) The nominee receiving the highest number of votes for each position will be elected to that position.

(c) If there is more than one nominee receiving the highest number of votes for any position, the members will vote again for the position. In this instance, only the nominees with the equal highest number of votes will stand for the position. This process will be repeated until there is only one nominee receiving the highest number of votes.

(d) If there is a tie that cannot be resolved by the members, the Chairman will have the casting vote.

24.4 Shortage of nominations

(a) If only one nomination is received for each position on the Board, that person will be deemed elected to that position at the general meeting.

(b) If no person is nominated for a position on the Board, the Board may after the general meeting treat that position as a casual vacancy and fill that vacancy in accordance with clause **Error! Reference source not found.**.

25. Resignation and removal of Directors

25.1 Resignation of directors

A Director may resign as a Director of the Company by giving written notice to the Company at its registered office. Resignation will take effect on the date stated in the notice or, if there is no date, on the date the notice is received at the registered office. The notice of resignation need not be formally accepted, and may not be rejected, by the Company.

25.2 Removal of directors

(a) A Director may be removed as a Director of the Company by an ordinary resolution passed at a general meeting.

(b) In order to move a resolution to remove a Director, notice of intention to move the resolution must be given to the Company at its registered office at least 2 months before the meeting is to be held.

(c) The Company must give the Director a copy of the notice of intention to move the resolution for removal of that Director received by the Company under paragraph (b).

(d) The Director may put his or her case to the members by giving the Company a written statement for circulation to members and by speaking to the resolution at the general meeting.

(e) The written statement prepared by the Director must be distributed by the Company with the notice of general meeting, and if there is no time to comply with this requirement, the statement must be distributed to members at the general meeting.

25.3 Termination of appointment as Director

(a) The appointment of a Director is automatically terminated following a resolution of the Board if the Director:

(b) becomes prohibited from being a Director by reason of an order made under the Act;

(c) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;

(d) is absent without the consent of the Board from all its meetings held during any 6 month period; or

(e) is directly or indirectly interested in any contract or proposed contract with the Company and fails to declare the nature of his or her interest as required by the Act.

26. Powers of the Board

26.1 General powers

The Board will direct the affairs of the Company and will control its property. The action and authority of all officers and all committees will be subject to the supervision and control of the Board.

The Board will determine the salary and allowances and any other conditions applicable to the positions of Treasurer, Secretary and public officer and any other officers elected or appointed by the Board under the provisions of this Constitution.

26.2 Board may make by-laws

(a) The Board may, by instrument under the Act, make, vary or repeal by-laws relating to the admission of members, classification of members, membership fees, the appointment and functioning of committees and officers and general matters relating to the functioning and organisation of the Company provided that such by-laws are not inconsistent with the Act or this Constitution.

(b) All by-laws made and for the time being in force are binding on the members.

26.3 Matters reserved for determination by the Company

(a) The Company may in general meeting determine and specify the matters or classes of matters, if any, that shall be determined only by the Company in general meeting.

(b) Any determination to acquire or dispose of assets of the Company otherwise than in the ordinary course of business or to borrow money or to grant loans or advances or to give securities or guarantees for debts contracted by or on behalf of others may only be made by the Company in general meeting.

27. Proceedings of the Board

27.1 Proceedings of the Board

The Board may meet for the dispatch of business, adjourn and otherwise regulate its meetings as it thinks fit. For the purposes of the Act, each Director, on becoming a Director, consents to the use of the following technology to hold any Board meeting:

(a) video;

(b) telephone;

(c) any other technology which permits each Director to communicate with each other Director; and

(d) any combination of the technologies described in the above paragraphs.

27.2 Meetings of the Board

The Board will hold regular meetings no less regularly than quarterly in each calendar year at the call of the Chairman. Special meetings of the Board may be called at any time by the Chairman and will be called by the Secretary at the request of 3 Directors of the Board. Such requests for a special meeting must be in writing to the Secretary and will state the purpose and designate a proposed time and place for such meeting. At least 14 days' notice of all regular Board meetings and at least 5 days' notice of special meetings will be sent to the members of the Board by the Secretary.

27.3 The Chairman

The Chairman will preside at meetings of the Board. He or she will be a member ex officio of all committees, except the Nominating Committee. He or she may sign, with any other proper officers of the Company authorised by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorised to be executed, except in cases where the signing and execution of any such instrument is expressly designated by the Board or by this Constitution, or by statute, to some other officer or agent of the Company.

27.4 Decisions

Subject to this Constitution, questions arising at a meeting of the Board will be decided by a majority of votes of Directors present and voting and any decision will for all purposes be deemed a decision of the Board.

27.5 Casting vote

In case of an equality of votes the Chairman has a casting vote in addition to the vote to which he or she is otherwise entitled.

27.6 Quorum

The quorum for any meeting of the Board is 3 Directors.

27.7 Vacancies

In the event of a vacancy or vacancies in the office of a Director or Directors, the remaining Directors may act but, if the number of the remaining Directors is not sufficient to constitute a quorum at a meeting of the Board, they may act only for the purpose of increasing the number

of Directors to a number sufficient to constitute a quorum or for the purpose of convening a general meeting of the Company.

27.8 Contracts with a company in which a director is interested

Save with the informed consent of every other member of the Board present at a meeting a Director must not vote in respect of any resolution at a meeting of the Board in which the Director is in any way, whether directly or indirectly, interested, and if the Director votes in contravention of this clause, the Director's vote must not be counted.

27.9 Resolution by document

If all the Directors have signed a document containing a statement that they are in favour of a resolution of the Board in terms set out in the document, a resolution in those terms is deemed to have been passed at a meeting of the Board held on the date on which the document was signed and at the time at which the document was last signed by a Director, or if the Directors have signed the document on different days, on the day on which, and at the time at which, the document was last signed by a Director. Two or more separate documents containing statements in identical terms, each of which is signed by one or more Directors, are together deemed to constitute one document containing a statement in those terms signed by those Directors on the respective days on which they signed the separate documents.

27.10 Validity of acts of the Board

All acts done by any meeting of the Board or by any person acting as a Director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a Director or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a Director.

27.11 Additional Staff

Such additional staff as are required for the effective management of the Company will be appointed by the Chairman under the general direction of the Board and will paid such remuneration as determined by the Chairman within limits set by the Board.

28. Secretary

28.1 Appointment of Secretary

The Board will appoint a Secretary for such period and on such terms and conditions as it sees fit.

28.2 Qualifications of the Secretary

The Secretary may be a Director or a member, as the Board sees fit, but is not required to be either a Director or a member.

28.3 Secretary's responsibilities

The Secretary will keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose, ensure that all notices are duly given in accordance with the provisions of this Constitution or as required by law, keep a register of the members of the Company and of their addresses and in general perform all duties incidental to the office of secretary of a corporation and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

28.4 Termination

The Board may terminate the appointment of the Secretary at any time.

29. Treasurer

29.1 Appointment of Treasurer

The Board may appoint a Treasurer for such period and on such terms and conditions as it sees fit.

29.2 Qualifications of the Treasurer

The Treasurer must be the chief or other senior financial officer of a Member.

29.3 Treasurer's responsibilities

The Treasurer will have charge and custody of and be responsible for all funds and securities of the Company, co-ordinate the financial operations and affairs of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, deposit all such monies in the name of the Company in such banks, trust companies or other financial institutions as will be selected by the Board and in general perform all the duties incidental to the office of treasurer or chief financial officer of a corporation and such other duties as from time to time may be assigned to him or her by the Chairman or by the Board.

29.4 Termination

The Board may terminate the appointment of the Treasurer at any time.

30. Committees

30.1 Establishment of Committees

The Board is authorised to create a committee or committees consisting of any number of Directors and such other persons as the Board thinks fit. Such committee or committees may be standing committees of the Board covering membership, financial, technical and other matters or ad hoc committees formed to deal with a particular issue or issues.

30.2 Powers of a Committees

A committee to which powers have been delegated by the Board must exercise the powers of the committee in accordance with any direction of the Board and, absent any particular direction by the Board, in accordance with the provisions of this Constitution as if it were constituted and exercising the powers of the Board.

31. Seal

31.1 Safe custody

The common seal of the Company will be retained at the office of the Company by the Secretary.

31.2 Use of common seal

The common seal of the Company must be used only by the authority of the Board and every document to which the common seal for the Company is affixed must be signed by a Director and be countersigned by another Director or the Secretary.

32. Inspection of records

A representative of any member may inspect the books of the Company:

(a) on the written authority of two or more Directors; or

(b) by a resolution passed at a general meeting.

33. Accounts and financial records

33.1 Accounts

The Treasurer will maintain an account or accounts in the name of the Company at such bank or banks as may be determined by the Board.

Such accounts will be operated on the signature of any one or more of the Chairman, the Directors, the Treasurer and the Secretary.

33.2 Financial records

The Company must keep written financial records (in hard or electronic format) that:

(a) correctly record and explain its transactions and financial position and performance; and

(b) would enable true and fair financial statements to be prepared and audited.

These financial records must be retained for 7 years after the transactions covered by the records are completed.

33.3 Preparation of financial reports and directors' report

The Company must prepare a financial report and directors' report for each financial year in accordance with the Act. The financial report must include a profit and loss statement, a balance sheet and a statement of cash flows, together with any explanatory notes.

33.4 Appointment of auditor

The members must at each annual general meeting appoint an auditor or auditors to hold office until the next annual general meeting and their appointment, rights and duties will be regulated by the Act. The auditors' remuneration will be set by the Board.

33.5 Financial reports must be audited

The financial report prepared under clause 33.3 must be audited by the auditor or auditors appointed under clause 33.4 in accordance with the provisions of the Act.

33.6 Copy of reports to be sent to members

The audited financial report and directors' report prepared under clause 33.3 or a concise report (as that term is described in sub-section 314 (2) of the Act) must be sent to members by the earlier of 21 days before the annual general meeting and four months after the end of each Financial Year.

33.7 Automatic amendment

If the reporting requirements of the Company under the Act are amended so as to reduce the Company's reporting requirements, this clause will be automatically amended to incorporate and allow for any such amendments.

34. Notices

34.1 Service of notices

A notice (including a notice of general meeting) may be served by the Company on any member:

(a) personally;

(b) by post to the address for the member in the register of members or any alternative address nominated by the member; or

(c) by sending it to the electronic address nominated by the member.

34.2 Time of service of notices

Any notice if served:

(a) by post, will be deemed to have been served on the day following that on which the envelope or wrapper containing the same is posted and in proving such service it will be sufficient to prove that the notice was properly addressed and posted;

(b) by electronic mail, will be deemed to have been served at the time the notice becomes accessible to the recipient;

(c) in person, will be deemed to have been served when delivered to the addressee;

(d) by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent, which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purpose of this clause;

(e) but if the delivery or receipt is on a day that is not a Business Day in the city in which the registered office is located, or is after 4:00pm (addressee's time), it is deemed to have been received at 9.00am on the next Business Day in the city in which the registered office is located.

34.3 Failure by member to advise of address

A member who fails to give his address for registration is not entitled to receive notices from the Company.

35. Indemnity and insurance

35.1 Definition

In this clause officer has the meaning in section 9 of the Act and officer of the Company includes any person who has served in the capacity of director, secretary, treasurer or other officer of the Association.

35.2 Indemnity against proceedings

Every person who is or has been an officer of the Company or any of its related bodies corporate is indemnified, to the maximum extent permitted by law, out of the property of the Company against any liabilities for costs and expenses incurred by that person:

(a) in defending any proceedings relating to that person's position with the Company, whether civil or criminal, in which judgment is given in that person's favour or in which that person is acquitted or which are withdrawn before judgment; or

(b) in connection with any application in relation to any proceedings relating to that person's position with the Company, whether civil or criminal, in which relief is granted to that person under the Act by the court.

35.3 Indemnity against liabilities

Every person who is or has been an officer of the Company or its related bodies corporate is indemnified to the maximum extent permitted by law out of the property of the Company against any liability incurred by the person in his or her capacity as an officer of the Company to another person (other than the Company or its related bodies corporate) unless the liability arises out of conduct involving a lack of good faith.

35.4 Insuring officers of the company

The Company may pay a premium for a contract insuring a person who is or has been an officer of the Company against:

(a) any liability incurred by that person as such an officer which does not arise out of conduct involving a wilful breach of duty in relation to the Company or a contravention of section 182 or 183 of the Act; and

(b) any liability for costs and expenses incurred by that person in defending proceedings relating to that person's position as an officer of the Company, whether civil or criminal and whatever the outcome.

35.5 Company may make separate contracts and bring separate actions

The Company may confirm the indemnities in clauses 35.2 and 35.3 by separate contract with, or on behalf of, one or more of the persons indemnified.

The indemnities given by the Company in clauses 35.2 and 35.3 do not affect the right of the Company to bring any demand, proceeding or action against any officer of the Company or its related bodies corporate, including any demand, proceeding or action arising out of the negligence of that person.

36. Liability of members

36.1 Liability is limited

The liability of the members is limited.

36.2 Extent of liability

Every member of the Company undertakes to contribute to the property of the Company if it is wound up while he or she is a member, or within one year after he or she ceases to be a member, for payment of the debts and liabilities of the Company contracted before he or she ceases to be a member, and of the cost, charges and expenses of winding up, such amounts as may be required not exceeding $10.00.

37. Winding up

If the Company's assets are insufficient to cover the liabilities of the Company, the necessary funds may be raised by a levy on members determined by the Company by special resolution in general meeting. The liabilities of the Company will include any continuing liability arising from a contract of employment with an employee of the Company.

If upon the winding up or dissolution of the Company there remains, after the satisfaction of all its debts and liabilities, any assets whatsoever those assets will not be paid to or distributed among the members of the Company but will be given or transferred to some other organisation, which has objects similar to the objects of the Company and which also prohibits the distribution of its income and property among its members as is imposed on the Company under clause2.3, or to an approved charitable organisation.

38. Affiliation and membership of other similar organisations

The Company may in general meeting determine to affiliate with or become a member of, or to accept affiliation or membership of, any company or other entity (including any regional or international association) having similar or like interests to the Company.

39. Amendments to this Constitution

This Constitution may only be amended, modified or repealed by the members by special resolution of the Company.

Schedule 1

(Clause 6.2)
Membership Fees

A Member of the Company must pay to the Company the Member Fee.

All Members must pay their annual membership fee on the anniversary of their membership and within 30 days of being sent an invoice for the membership fee by the Company.