

Deed of Delegation

Between

**The Thoracic Society of
Australia and New Zealand
(NZ Branch) Incorporated
(Society)**

and

**The Thoracic Society of
Australia and New Zealand
Limited (Company)**

The Thoracic Society of Australia and New Zealand
(NZ Branch) Incorporated
Deed of Delegation

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THIS DEED OF DELEGATION dated

2025.

Parties

**THE THORACIC SOCIETY OF AUSTRALIA AND NEW ZEALAND (NZ BRANCH)
INCORPORATED**

of 138B Selwyn Avenue, Mission Bay, Auckland, NEW ZEALAND 1071

(Society)

**THE THORACIC SOCIETY OF AUSTRALIA AND NEW ZEALAND LIMITED ABN 17 057 925
836**

of Suite 4, Level 1, 760 Pacific Highway, Chatswood, NSW 2067, AUSTRALIA

(Company)

Recitals

- A. The Company is an Australian public company limited by guarantee.
- B. The Society is a New Zealand incorporated society, reregistered under the *Incorporated Societies Act 2022* (NZ) (**the Act**).
- C. Pursuant to the constitution of the Company, the Society is a Member of the Company and has the rights and obligations of a Member, pursuant to the Company's constitution.
- D. Certain Rules in the Society's Constitution delegate to the Company various powers.
- E. The Company is not a party to the Society's Constitution, as the Company is neither a Member nor an Executive Member of the Society.
- F. The Society desires to explicitly consent to the delegation to the Company of certain powers as set out in the Society's Constitution, as well as additional powers in favour of the Company, upon the terms and conditions of this Deed.

Operative Provisions

1 Definitions and Interpretation

1.1 Definitions

In this Deed, any reference to a term which has been defined in the Society's Constitution has the same meaning in this Deed. Otherwise, the following terms have the following respective meanings:

Business Day means a day on which banks are open for business in New South Wales.

1.2 Interpretation

In this Deed, unless otherwise indicated by the context:

- (a) words importing the singular include the plural and vice versa;
- (b) headings are for convenience only and do not affect interpretation of this Deed;

- (c) a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph or schedule of or annexure to this Deed;
- (d) a reference to "\$" is to Australian dollars;
- (e) an expression importing a natural person includes a body corporate, partnership, joint venture or association;
- (f) a reference to a statute or regulation includes all amendments, consolidations or replacements thereof;
- (g) a reference to a party in this Deed includes that party's successors and permitted assigns;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed;
- (i) if an event must occur on a stipulated day which is not a Business Day, then the stipulated day will be taken to be the next Business Day; and
- (j) a reference to a body, whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;

2 Consent to the delegation to the Company

2.1 Powers delegated in the Constitution of the Society

The Constitution of the Society delegates the following powers to the Company:

- (a) Under Rule 6.2 the power to determine any class of Voting and Non-voting Member and with the Executive, the rights attached to and the qualifications for, admission to each Membership class.
- (b) Under Rule 6.4 the power with the Executive to receive and determine applications for Membership to the Society.
- (c) Under Rule 8(e) with the Executive the power to transfer Members to alternate classes of Membership.
- (d) Under Rule 9 the power to discipline Members referred by the Society, and in the case of a Member so referred may determine that such Member:
 - (i) be expelled from the Society; or
 - (ii) be suspended from Membership of the Society for a specified period.
- (e) Under Rule 10(b) the power to receive and administer all subscriptions and other funds and administer all assets, except donations, received by or originating from the Society.
- (f) Under Rule 10(c) the power to consider and ratify the prospective annual budget for the Society.

- (g) The Society's Constitution states that the chief executive officer of the Company has the right to attend all Executive meetings as a guest, and to receive at least three (3) weeks' notice of all such meetings.

2.2 Consent to the delegation

- (a) The Society hereby consents to the delegation to, and the exercise by, the Company of the powers referred to in:
 - (i) the Rules referred to in **clause 2.1** above (and any variation thereof); and
 - (ii) any other Rules inserted into the Society's Constitution in the future which grant directly or indirectly any powers in favour of the Company.
- (b) The Company shall be entitled to exercise the powers pursuant to **clauses 2.1 and 2.2(a)** as from the date of reregistration of the Society under the Act.

2.3 Execution of Documents and Attendance at Meetings

- (a) Pursuant to the provisions of the Society's Constitution, the Executive of the Society authorises the Company's chief executive officer to be a signatory of the Society to execute any agreement, deed or other document with the prior approval of the Executive.
- (b) The Society's Constitution states that the chief executive officer of the Company has the right to attend all Executive meetings as a guest, and to receive at least three (3) weeks' notice of all such meetings.

3 Dispute resolution

3.1 Notice of dispute

If either party disputes any matter in connection with this Deed the disputing party must give the other party a notice in writing (**Notice of Dispute**) which includes:

- (a) an outline of the basis and nature of the dispute; and
- (b) the quantum or likely quantum of any claim or proposed claim.

3.2 Resolution of dispute

- (a) Within five (5) Business Days of receipt of the Notice of Dispute, a representative of each party must meet and attempt to resolve the dispute within ten (10) Business Days of receipt of the Notice of Dispute.
- (b) If the parties fail to resolve the dispute within fifteen (15) Business Days of receipt of the Notice of Dispute, either party may refer the matter to mediation to be determined by a mediator appointed by the parties and failing agreement the President for the time being of the Law Society of New South Wales to be conducted in Sydney in accordance with the Mediation Guidelines of the Law Society of New South Wales.
- (c) If the parties fail to resolve the dispute within three (3) months of a referral to mediation for whatever reason either party may refer the matter to arbitration in accordance with the provisions of the Commercial Arbitration Act 2010 (NSW) provided that nothing in this clause 3 shall prevent either party from applying for any interlocutory or injunctive relief from the Courts.

4 Effective Date of Deed

4.1 Effective Date

This Deed becomes effective on the date of execution of this Deed.

5 Notices

5.1 Service of Notices

A notice or other communication required or permitted to be given by one party to another under or arising out of this Deed must be in writing and unless otherwise expressly provided herein:

- (a) delivered personally;
- (b) left or sent by pre-paid mail to the:
 - (i) address of the addressee specified in this Deed; or
 - (ii) registered office of any party to be served which is a company; or
- (c) sent by electronic transmission to the email address of the addressee.

5.2 Addresses for Service

The postal and email addresses of each party for the purpose of service of notices is:

Society

Address: 138B Selwyn Avenue, Mission Bay, Auckland, NEW
ZEALAND 1071

Email: paul.dawkins@middlemore.co.nz

Company

Address: Suite 4, Level 1, 760 Pacific Highway, Chatswood, NSW,
AUSTRALIA 2067

Email: tsanzoffice@thoracic.org.au

5.3 Timing

A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if mailed, on the seventh Business Day after posting; or
- (b) if sent by electronic transmission before 4.00pm on a Business Day at the place of receipt when the transmission is completed on the day it is sent, and otherwise at 9.00 am on the next Business Day at the place of receipt, at the time it was sent unless the sender receives notification that the electronic transmission was unsuccessful.

5.4 Change of Address for Service

A party may change its address for service by giving notice of that change in writing to the other parties.

6 General Provisions

6.1 Severability

If any clause or part of a clause of this Deed is invalid, illegal, unlawful or otherwise being incapable of enforcement, that clause or part of a clause will be deemed to be severed from this Deed and of no force and effect but all other clauses and parts of clauses of this Deed will nevertheless prevail and remain in full force and effect and be valid and fully enforceable and no clause or part of a clause of this Deed will be construed to be dependent upon any other clause or part of a clause unless so expressed.

6.2 Governing Law and Jurisdiction

- (a) This Deed is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales.

6.3 Further Assurance

Each party will from time to time do all things (including executing all documents) necessary or desirable to give full effect to this Deed.

6.4 Counterparts

This Deed may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the Deed will be the date on which it is executed by the last party.

6.5 Whole Agreement

This Deed embodies the whole agreement between the parties relating to the subject matter of this Deed and supersedes any and all oral and written negotiations and communications by or on behalf of any of them.

6.6 Rights Not Affected by Failure to Enforce

The failure of either party at any time to enforce any of the provisions of this Deed or any rights in respect hereto or to exercise any election herein provided will not be a waiver of such provisions, rights or elections or affect the validity of this Deed.

The Thoracic Society of Australia and New Zealand
(NZ Branch) Incorporated

Deed of Enforcement

Execution Page

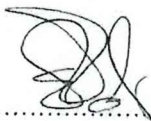
EXECUTED as a Deed on

19th November 2025

Signed for and on behalf of **THE THORACIC
SOCIETY OF AUSTRALIA AND NEW ZEALAND
(NEW ZEALAND BRANCH) INCORPORATED**

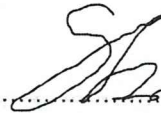
GST NO. 052-243-661

by its authorised signatories



Signature of Secretary

19/11/25 Betty Poot
Name of Secretary
(Please print)



Signature of President

Sarah Rhodes
Name of President
(Please print)

EXECUTED by THE THORACIC SOCIETY OF
AUSTRALIA AND NEW ZEALAND LIMITED
ABN 17 057 925 836 in accordance with section
127(1) of the Corporations Act 2001

NSmallwood

Signature of Director

Natasha Smallwood (President)

Name of Director
(Please print)



Signature of Company Secretary

Hubertus Tersmann
Name of Company Secretary
(Please print)