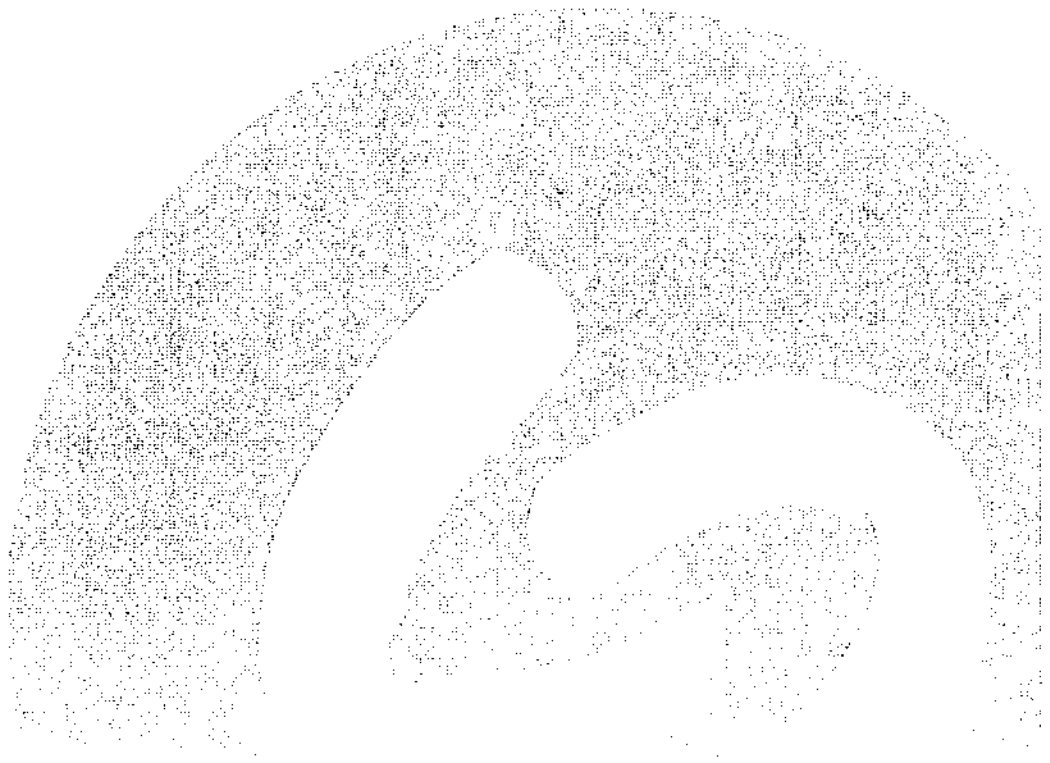


# DEED OF AMENDMENT

*Relating to the Constitution of the Torohata Trust*

## PARTIES

1. TERAUMANU NGAATA
2. JIMMY NGAATA
3. MANIARO PANGE
4. JULIA PANGE
5. SEIKURA TARAMAI



DEED dated

18 April

2008

## PARTIES

1. TERAUMANU NGAATA of Auckland, Retired (*TN*)
2. JIMMY NGAATA of Auckland, Retired (*JN*)
3. MANIARO PANGE of Auckland, Manager and Administrator (*MP*)
4. JULIA PANGE of Auckland, Homemaker (*JP*)
5. SEIKURA TARAMAI of Auckland, Export Frieght Operator (*ST*)

## INTRODUCTION

- A. The Torahata Trust (*Trust*) was constituted by the Torohata Trust Constitution by way of deed dated 30 September 2004 (*Trust Deed*). The Trust was incorporated under the charitable Trusts Act 1957 on 5 October 2004.
- B. TN, JN, MP, JP and ST are the current trustees of the Trust (*Trustees*).
- C. Pursuant to the powers vested in the Trustees under clause H of the Trust Deed, the Trustees wish to alter and amend the Trust Deed in order for the Trust to be registered with the Charities Commission as a charitable entity.
- D. The Trustees wish to record the alteration and amendment of the Trust Deed by way of this Deed of Amendment.

## COVENANTS

### 1. *Definitions*

- 1.1 In the interpretation of this Deed, unless the context otherwise requires:
- 1.1.1 References to the parties include their respective executors, administrators, successors and permitted assignees;
  - 1.1.2 Words in the singular will include the plural and vice versa. Words importing one gender will include the other genders;
  - 1.1.3 Headings have been inserted for convenience only and do not affect the construction of this Deed;
  - 1.1.4 Reference to a statute includes all statutes amending, consolidating or replacing the statute referred to;
  - 1.1.5 References to the schedule is to be construed as references to the same in this Deed; and
- 1.2 Any covenant that binds any two or more persons or parties will bind them jointly and severally.

### 2. *Alteration of Trust Deed*

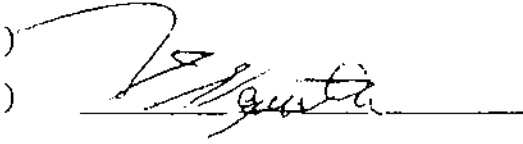
- 2.1 With effect from the date of this Deed, the Trustees amend the Trust Deed under clause H of the Trust Deed by replacing it with the form of Constitution of Trust set out in the Schedule.

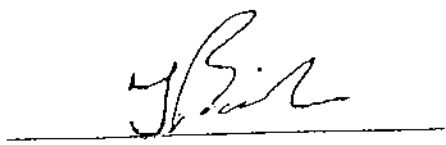
### 3. *Warranty*

- 3.1 Each of the Trustees warrants and represents to the others that the Trustees are all of the trustees of the Trust as at the date of this Deed.



SIGNED by JIMMY NGAATA )  
in the presence of )

  
\_\_\_\_\_

  
\_\_\_\_\_

Witness's Signature

Tamara Bishop

Name

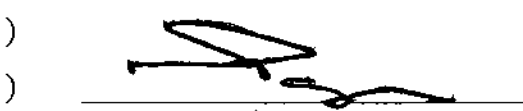
Teacher

Occupation

15 Richard Rd  
Mangere

Address

SIGNED by MANIARO PANGE )  
in the presence of )

  
\_\_\_\_\_

  
\_\_\_\_\_

Witness's Signature

Tamara Bishop

Name

Teacher

Occupation

15 Richard Rd  
Mangere

Address

SIGNED by JULIA PANGE in )  
the presence of )

J Pange

Y Bil

Witness's Signature

Tamaro Bislap

Name

Teacher

Occupation

15 Richard Rd  
Mangere.

Address

SIGNED by SEIKURA )  
TARAMAI in the presence of )

[Signature]

Y Bil

Witness's Signature

Tamaro Bislap

Name

Teacher

Occupation

15 Richard Rd  
Mangere.

Address

## Schedule

**CONSTITUTION**1. *Name and Character*

- 1.1 This Trust shall be known as THE TOROHATA TRUST (*Trust*).
- 1.2 The Trust shall be a charitable trust within the provisions of the Charitable Trusts Act 1957, the Estate and Gift Duties Act 1968, the Income Tax Act 1976, the Charities Act 2005 and any other relevant information from time to time enacted or enforced in New Zealand.

2. *Purpose and Objects of Trust*

- 2.1 The purpose of the Trust is to action whatever is deemed appropriate to initiate, facilitate, develop, manage and utilising other means projects for the advancement of education, economic, social, community and political development for people in Auckland, and in New Zealand to the extent that the purpose and objects are charitable and carried out within New Zealand.
- 2.2 The objects of the Trusts are:
  - 2.2.1 To provide early childhood educational learning and care under the name of Akaiti Mangarongaro for Cook Island and children of other nationalities.
  - 2.2.2 To promote principles of Akaiti Mangarongaro and culture and strengthen family life.
  - 2.2.3 To encourage early childhood centre and centres (*Centre*) under Akaiti Mangarongaro to use the Mangarongaro language to the education as the medium of learning but in the context of other languages and cultures in Aotearoa New Zealand.
  - 2.2.4 To encourage the Centre to acknowledge and reflect multi cultural heritage of New Zealand.

- 2.2.5 To research and collate relevant governmental policy statements or other societal issues and where appropriate inform members and collate and represent their views.
- 2.2.6 To establish professional development of early childhood education at a national and regional level.
- 2.2.7 To facilitate the provision of resource material, advice, networking and fellowship and to assist person or organisations establishing new centres.
- 2.2.8 To serve and support the Centre and its management and staff in fulfilling the roles as early childhood educators and caregivers.
- 2.2.9 To co-ordinate approaches to government, media and any other appropriate commission, committee or authority on matters pertaining to the objects of the Trust.
- 2.2.10 To develop and establish entities such as limited liability companies plus any other entities of commercial and non-commercial activities, subsidiaries, initiatives, programmes, ventures, projects, alliances, etc that would be formed in the future that would financially support its purpose. In such cases all of these will be deemed as owned by the Trust and it will have majority shareholding of no less than 51% ownership of capital values and membership and their respective governance bodies.
- 2.2.11 To receive and utilise finding to develop, initiate, advance, promote and assist community-based education, arts and cultural development Cook Island, but not restricted to, skills, training, sports and other economic and social development for the people in New Zealand.
- 2.2.12 To purchase, sell, lease, let or hire realty, buildings and any other assets being necessary for the Trust.
- 2.2.13 To hold all land, buildings, vehicles, plant and equipment purchased or leased for the Trust by the Trust.

2.2.14 To do all lawful things and acts as are incidental or conducive to the attainment of any of the objects herein or any other objects which the Trust may form from time to time.

### 3. *Membership*

#### 3.1 Members will be:

3.1.1 Individual person or persons working in or professionals supporting early childhood education and care; or

3.1.2 Any legal entity who provides administrative, management, training or professional development to early childhood services; and

3.1.3 Who have applied in writing to the Trust for membership and been accepted by the Trust.

3.2 Each member will pay the membership fees and other fees set by the Trust. Such fees may be varied by the Board of Trustees (*Board*) at the Annual General Meeting and any additional fees may be decided by the Board time to time.

3.3 Continued membership will be conditional upon the payment of further membership fees or other fees as they become due. Failing to payment may result termination of the membership under clause 3.5.2.

3.4 *Life Member*: The Board of Trustees (*Board*) may reward any members of their special or exceptional service rendered to the Trust and elect any members rewarded to Life Members. Life Member will be entitled to full privileges of membership without further payment of membership fees.

3.5 *Termination of Membership*: The membership can be terminated in any of the following events:

3.5.1 By giving the Secretary at any time a notice in writing of his or her wish to resign. Such notice of resignation will be deemed effective

from the date specified in the notice and any fees including subscriptions will remain payable to such date and are not refundable.

- 3.5.2 By failing to pay any fees including membership fees set by the Trust within 2 months after the due date for payment entitles the Board to give notice of termination of membership which will be effective from the date specified in the notice.
- 3.5.3 By a resolution of the Board if a member has in the opinion of the Board:
- (a) Ceased to be eligible for membership with, without limiting the quality of the foregoing includes any referral or failure to support of the purpose and objects of the Trust as described in clause 2;
  - (b) Breached the Trust rules or any regulation or practice adopted by the Trust from time to time; or
  - (c) Been guilty of conduct prejudicial to the Trust and persisted in such conduct for more than 28 days after written notice from the Board to desist born such conduct.

Any decision to terminate membership under this clause requires a 75% majority vote of the full Board. The ballot on such a decision may be conducted by post or by fax. The result will be recorded in the Minutes and the Secretary will notify the decision to the member in writing.

- 3.5.4 Any member who is adjudicated bankrupt or being a company or other body corporate is wound up or has a receiver or liquidator appointed or who makes a compromise with its creditors or who is convicted of a criminal offence will be expelled from membership.

4. *Appointment and Terms of Trustees*

4.1 The number of the Trustees will at all time be not less than 4 or more than 10.

4.2 All Trustees of the Trust constitute the Board.

4.3 The Board may appoint:

4.3.1 A Chairperson, a Deputy Chairperson, a Secretary and a Treasurer. A Trustee may hold more than 1 office position if the Board approves and such approval must be recorded in the Meeting Minutes.

4.3.2 Additional Trustees, to a maximum of 2, from time to time as fits for the purpose of the Trust. The Additional Trustees will have the same speaking and voting rights and will be eligible to stand for election at the Annual General Meeting.

4.3.3 Sub-committees with delegated authority to decide and act, or withdraw such delegated powers as it sees fit, such as a Finance Committee; and

4.3.4 Other sub-committees such as an Executive Committee to make decisions between the Board meetings, a Staffing Committee and delegate powers to them or withdraw such delegated powers as it sees fit. All sub-committees have Trustees assigned, and to supplement by non-Trustee members appointed by the Board for such purpose only, and all will report in writing to the Board at its monthly meetings.

4.4 In the event of the number of Trustees falling below 4, the vacancies will be filled as soon as possible by the remaining Trustees having regard to the suitability of the appointment or co-opting a new Trustee or new Trustees so as to restore that number provided however that any act or proceeding of the remaining Trustees for the time being in the interval before the filling up of such vacancy will not be invalidated by reason of such vacancy not having been filled.

4.5 The Treasurer can be in conjunction with the Finance Committee where established.

4.6 *Term of Trustees:* The term of each Trustee whether appointed, elected or re-elected will be 3 years until the next Annual General Meeting or until reviewed by at the discretion of the Board, whichever is the sooner. All Trustees may seek re-election at Annual General Meetings every 3 years.

5. ***Resignation, Retirement and Removal of Trustees***

5.1 Any Trustee may resign from the Board by forwarding his or her written resignation from the Trust to the Board.

5.2 Any Trustee may be removed from the Board in any one of the following events:

5.2.1 By a unanimous vote of 'No Confidence' in that Trustee by at least 80% of the Board at the time.

5.2.2 By a non-attendance at 3 consecutive meetings of the Board without an acceptable explanation, and provided a letter of warning is sent to that Trustee after 2 consecutive absences.

5.2.3 By the long-term incapacity of that Trustee as recognised by a vote by at least 80% of the Board at the time.

5.2.4 By the death of that Trustee.

5.2.5 By a non-compliance with the Deed and Trust rules

If removal of the Trustee under this clause reduces the number of the Trustees to less than 4 then that Trustee will be replaced in accordance with clause 4.4.

6. ***Powers and Business of Trustees***

6.1 The Trustees will have the government, control, direction and management of the Trust and all property at any time affected by the Trust.

- 6.2 The Trustees may appoint, employ and remunerate officers, managers, consultants and staff and may from time to time make, amend and rescind rules and regulations for the conduct and management and administration thereof respectively.
- 6.3 The Trust fund will be vested in the Trustees with full power and authority to delegate any of the Trust's powers to committees consisting of such persons whether Trustees or not as the Trustees will think fit for the purpose of the administration of the trusts of the Deed.
- 6.4 The business of the Trustees will be vested in the Board.
- 6.5 Every Trustee whether named herein or subsequently appointed under the Deed will support the objects of the Trust.
- 6.6 General powers of the Trustees are:
- 6.6.1 To carry on and conduct any business which in the reasonable opinion of the Trustees is necessary for or conducive to the purpose and objects and premises of the Trust.
- 6.6.2 To deal with any real property includes purchasing, leasing, subleasing, acquiring, holding, managing, improving, developing, working, maintaining, selling, exchanging, surrendering, charging, disposing of any land, property, premises and of any description.
- 6.6.3 To invest and vary the investment of any monies in the hands of the Trustees in terms of these presents in such mode or modes of investment, including the purchase of any real or personal property and the acquisition of an policy of life insurance and or in such security or securities in New Zealand as Trustees will reasonably think fit.
- 6.6.4 To borrow any such amount of money which in the reasonable discretion of the Trustees is advisable for the furtherance of the purposes, aims and objectives of the Trust and to borrow on such terms including the payment of interest, and for such securities or no security, as is approved by the majority of the Trustees.

- 6.6.5 To enter into any partnership or arrangement for sharing of profits, union of interest, joint venture or otherwise with any person or persons, company or organisation as the Trustees deem reasonably fit.
- 6.6.6 To employ such employees or consultants other than Trustees, as in the opinion of the Trustees are necessary for the furtherance of the purposes aims and objectives of the Trust, and from income of the Trust, to pay such employees or consultants salary or wage or fees to be fixed by the Trustees. However Trustees have the power to suspend such employees or consultants or terminate their employment at any time in their discretion, or to employ or contact them on a temporary or part time basis.
- 6.6.7 To receive and to take any gift, donation, money, property real or personal however the Trustees may decline and refuse for any reasons to accept any gift or donation.
- 6.6.8 To enter into any contract of guarantee with or of any person, society, trust, company or any other organisation for any purpose which in the reasonable opinion of the Trustees is necessary or conducive to the purposes, aims and objectives of the Trust, and such that a formal written agreement will be agreed to, and sign when entering into such, and other, contract arrangement.
- 6.6.9 To pay from income, profit and/or monies owned or earned by the Trust, reasonable remuneration for hours employed on the business of the Trust to employees or consultants of the Trust as provided in clause 6.6.6 and to any Trustees and the Officer in connection with the Trusts administration and business including any honorarium or fees which may be paid by the Trust to persons assisting in the objects and purposes of the Trust and who have rendered a special service to those objects and purposes in connection with the Trust's administration and business.

- 6.6.10 To, if the Trustees so desire, make and use a common seal which will be used by authority of the Trustees and until otherwise determined the common seal will be affixed in the presence of 2 Trustees.
- 6.7 Powers of the Trustees in working relationship with the Mangere Pasefika Early Childhood Educational Trust (*MPECET*) are:
- 6.7.1 To maintain and continue the already established working relationship with the MPECET for the purpose of advancing the charitable purpose and objects of both the Trust under clause 2 and those of the MPECET.
- 6.7.2 To negotiate and formalise any terms or conditions of work relationship with the MPECET. All terms and conditions agreed by the Trust and MPECET will be recorded in writing.
- 6.7.3 To review, vary, amend or alter any terms and conditions of the Agreement or Memorandum between the Trust and the MPECET every 3 years or earlier if agreed by both parties.
- 6.7.4 To inform the MPECET from time to time of activities and achievements of the Trust.
- 6.7.5 To continue to be a Trustee of the MPECET, and forthwith, the Board will select a representative for the MPECET in accordance with the required timeframe as set by the MPECET.
- 6.8 In addition to the powers hereinbefore set forth and without in any way intending to limit the same, the Trustees will have and may exercise all the rights and powers conferred on them by the Trustee Act 1956 or any statutory modification thereof for the time being in force.
- 6.9 Nothing hereinbefore provided will be construed as to permit any Trustee, person, or persons or organisations deriving private, personal or pecuniary profit from the business of the Trust.

## 7. *Income and Profit*

- 7.1 The Trust will apply any income, profit, benefit or monies owned or earned by it solely for charitable purposes of the Trust. The Trust also will at the discretion of the Trustees, apply such income, profit, benefit or monies owned or earned by the Trust for the purpose and objects of the Trust within New Zealand.
- 7.2 The Trust may apply income, profit, benefit or monies owned or earned by it to acquire, maintain, replace and otherwise deal in property whether real or personal, equipment, gear, vehicles and items of all or any description which in the reasonable discretion of the Trustees is and/or are necessary for and conducive to the preservation and continuance of the purposes, aims and objectives of the Trust.
- 7.3 The Trust will pay from income, profit, benefit or monies owned or earned by it to:
- 7.3.1 Employees or consultants for their reasonable remuneration as provided in clauses 6.6.6 and 6.6.9.
- 7.3.2 A Trustee or a Member, or person associated with a member or a Trustee for his or her personal expenses incurred in connection with administration or business of the Trust which advance the charitable purpose of the Trust. Such expenses include any honorarium or fees paid by him or her or who have rendered a special service in connection with the administration and business of the Trust.
- 7.4 The Trust may donate money, perform services, supply materials or give freely in any way to any person, persons or organisation that, in the reasonable opinion of the Trustees, is in need of the particular help whether monetary or otherwise, and is consistent with clause 2 and aims of the Trust.
- 7.5 The Trust may receive and take any gift or donation both real and personal from anyone. However the Board may decline and refuse to accept any gift or donation if the Board has in its reasonable opinion that receiving or taking of

such gift or donation is inconsistent with any of charitable purposes, aims, or objects of the Trust.

- 7.6 Nothing hereinbefore provided will be construed as to permit any Trustee, person, or persons or organisations deriving private, personal or pecuniary profit from the business of the Trust. No member of the Trust, or anyone associated with a member, is allowed to take part in, or influence any decision made by the Trust in respect of payments to, or on behalf of, the member or associated person of any income, benefit or advantage.

## 8. *Financial Governance*

- 8.1 All funds and assets of the Trust will be applied within New Zealand towards furthering the exclusively charitable purposes, objects and aims of the Trust.
- 8.2 No private pecuniary profit will be made by any Trustees or persons involved in the Trust, except that:
- 8.2.1 Any Trustee or Officer may receive full reimbursement for all expenses properly incurred in connection with the affairs of the Trust;
  - 8.2.2 Any Trustee or Officer may in return for service actually rendered to the Trust be paid reasonable and proper remuneration;
  - 8.2.3 Any Trustee or Officer may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that person or by any by any firm or entity of which that person is a member, employee or associate in connection with the affairs of the Trust; or
  - 8.2.4 Any Trustee or Officer may retain any remuneration properly payable to them by any company or undertaking with which the Trustee or Officer has acted in any capacity whatever, notwithstanding that their connection with that company or undertaking is in any way attributable to their connection with the Trust.

8.3 The Board, in determining all reimbursements, remuneration and charges payable in the terms of the foregoing clause or of any of the kinds referred to in the clause 8.2, will ensure that the restrictions imposed by the following sub-clauses are strictly observed, and not withstanding anything contained or implied in the Deed, any person who is -

8.3.1 Settler, Trustee or member of the Trust;

8.3.2 A shareholder or director of any company carrying on any business of the Trust;

8.3.3 A settler or Trustee of any society or trust which is a shareholder of any company carrying on any business of the Trust; or

8.3.4 An associated person as defined by the Income Tax Act 1994 of any such Settler, Trustee, shareholder or director,

Will not, by virtue of that capacity be able to determine or materially influence in any way (whether directly or indirectly) whatsoever the -

(a) Determination of the nature;

(b) The amount of any benefit or advantage or income; or

(c) The circumstance in which it is or is to be or is able to be afforded to, or received gained, achieved, or derived;

As a result of their employment by or involvement with the Trust and such persons will not participate in any deliberations and proceedings by which such income, benefit or advantage is being determined.

8.4 Notwithstanding anything expressed or implied in this Deed, no commercial transaction, including the relinquishing of assets, will be entered into unless, having regard to the terms and conditions of the loan or agreement that:

8.4.1 Payment by way of interest or rent will not exceed current commercial rates;

- 8.4.2 Receipts by way of interest or rent will not be at less than current commercial rates; and
- 8.4.3 Sale of the Trust property will always be at current market value.
- 8.5 *Disclosure of Interest:* Any Trustee who is in anyway interested or concerned directly in any property or undertaking in which the Trust is or maybe be concerned or involved, will disclose the nature and extent of their interest to the Trust, and will take no part whatever in any deliberations of the Board concerning any matter in which that person is or maybe be interested other than as a member of the Board.
- 8.6 *Professional account and influence:* A person who in the course of and as part of the carrying on of his or her business of a professional public practice will not by reason only of his or her rendering professional services to the Trust or to any company by which any business of the Trust is carried on, be in breach of the terms of this clause.
- 8.7 *Financial Year:* The financial year of the Trust will end on the 1 January to 31 December in each year. The Treasurer will forthwith prepare in respect of each financial year, proper accounts, including a statement of assets and liabilities and of the income and expenditure of the Trust for the yeas.
- 8.8 *Audit:* The annual accounts of the Trust will thereupon be audited annually by a registered auditor who will be a qualified accountant appointed by the Trust at the Annual General Meeting every 3 years and the Annual Meeting each year, and the Treasurer will thereupon file a copy of such audited accounts with the Registrar of Incorporated Societies.
- 8.9 *Signatories:* All bank accounts will have 2 Trustees (including the Executive Officer) as signatories, and will be approved by resolution of the Board, and may include any other persons who the Board considers to be appropriate and fit to be a signatory. These 2 signatories will sign all cheques or other withdrawal authorisations for any bank account of the Trust one being the Chairperson (or a nominated Trustee) and one being the Executive Officer (or a nominated trustee).

8.10 The Treasurer will:

8.10.1 Bank or caused to be banked in the name of the Trust all moneys received;

8.10.2 Disburse funds of the Trust as may be determined by the Board;

8.10.3 Keep the Trust books of accounts and prepare the necessary financial accounts and statements; and

8.10.4 Produce, in conjunction with the Finance Committee where established, to the Trust annually a statement of all income and expenditure. Such statement will be presented at every Annual General Meeting and any meetings called for discussing the progress and finances of the Trust.

9. *Meetings*

9.1 The Trust will hold at least 1 annual meeting not later than 31 March in each year with the Trustees and Members.

9.2 The Trust may at the discretion of the Board, hold a meeting as often as necessary such as special meeting, business meeting and/or monthly meeting.

9.3 At each Annual General Meeting, the Board must report on the operation of the Trust during the preceding financial year, table the financial statements of the Trust for that year, report on any matters that may affect the Trust and its purpose and objects. The Board must give any person in the meeting an opportunity to ask questions concerning the Trust and its operation.

9.4 *Vote:* Questions arising among the Board will be decided by a majority of votes and in the case of an equality of votes, the Chairperson, or convenor if it is a meeting of a sub-committee of the Board, will have a second or casting Vote. There will be a quorum when 4 Trustees are present at any meeting of the Board.

- 9.5 *Minutes:* The Board will keep Minutes of all of their proceedings in relation to Trust property and Trust business and the production of any Minutes which are recorded purporting to be signed by the Chairperson or Deputy-chairperson or acting Chairperson for time being of the Board will be prima facie evidence of the matters referred to in such minute having been authorised, done, or passed by the Board.
- 9.6 *Notice for Meetings:* The Board will advise the Members and Trustees of the Annual General Meeting at least a month prior to the meeting, and other meetings at least 14 days prior to such meeting. Any notice in respect of any meeting given by fax, telephone, email, post or notice board will be sufficient.
- 9.7 A copy of the Constitution and Rules will be available for the inspection by members or may be posted to members on request and on payment of such fee as the Board will decide.

## 10. *Notice*

- 10.1 A member will advise in writing to the Secretary any change of address.
- 10.2 Any written notices sent by the Trust to any members to their last recorded address are deemed to have been duly delivered and served on the second working day following the date of posting.

## 11. *Winding Up*

- 11.1 The Trust may be terminated or liquidated and wound up voluntarily upon the following events:
- 11.1.1 A 75% majority vote of the Trustees and the Life Members at a General Meeting called for that purpose, passes a resolution requiring the Trust to be terminated or liquidated. The Secretary or Trustees will give notice of the passing of such a resolution to the Registrar of Incorporated Societies; or

11.1.2 There are only 3 subsisting Trustees and those Trustees are disqualified from holding office.

11.2 In the event of the winding up of the Trust after the satisfaction of all costs, debts and liabilities, any property or assets whatsoever the same will not be paid to or distributed among the members of the Trust but will be given or transferred to some other charitable institution or institutions in New Zealand, having objects similar to those objects of the Trust, and such institution or institutions will be determined by the Board at or before the time of dissolution or in default thereof by a judge of the High Court of New Zealand or in the absence of there being such an institution, then to such public charity or public charities as such judge may determine.

## 12. *Alteration or Amendment*

12.1 The Deed may be altered, amended, added to, ratified by resolution, passed by a 75% majority vote of the Trustees present at a Annual General Meeting or Special Meeting of which notice specifying the intention of the proposal has been duly given. However, no amendments or alternations will revoke the Charitable Status of the Trust at Law and will not affect the exclusively charitable nature of the Trust.

12.2 Any amendments or alterations will be recorded in a Deed of Amendment signed by all subsisting Trustees.

## 13. *Registered Office*

The registered office will be at 29 Wickman Way, Mangere, Auckland or at a place decided upon from time to time by the Trust.