



[Insert Provider logo]

Working Draft (22.6.2018)
NOT GOVERNMENT POLICY

SERVICES AGREEMENT: TRANSITIONAL HOUSING

Agreement

The Parties (identified below in the Key Terms) agree to be bound by the terms and conditions of this Agreement, as set out in the Key Terms below and the Schedules.

Key Terms

Key Term	Description
General	
Parties	Her Majesty, the Queen in right of New Zealand acting by and through the Ministry of Social Development (MSD) [Insert Provider name] (Provider)
Agreement Ref. no.	[Insert reference no. of this Agreement]
Relationship Agreement date and ref. no.	[Insert date and reference no. of Relationship Agreement]
Execution Date	[Insert date this Agreement is signed]
Commencement Date	[Insert Agreement commencement date. This may be the execution date if there are no Conditions Precedent], subject to satisfaction or waiver of the Conditions Precedent (if applicable).
Conditions to be satisfied before the Commencement Date	This Agreement is conditional on: <ul style="list-style-type: none"> The Provider obtaining, and at all times thereafter during the Term maintaining, level 3 MSD approval (as designated by MSD, in accordance with its approval framework, standards and requirements for organisations delivering social services, as described on MSD's website from time to time). [Insert any other conditions that must be satisfied before this Agreement comes into effect on the commencement date, and the due date for satisfaction, if applicable.] <p>The Provider is to notify MSD once each condition is satisfied. See also clause 5(b) of the Relationship Agreement.</p>
Date for satisfaction of Conditions Precedent	[Insert date] This Agreement will be at an end and of no further force or effect if all of the Conditions Precedent have not been met by that date, unless extended or waived by MSD in its sole discretion. See also clause 5(c) of the Relationship Agreement.
Term	From the Commencement Date until the earlier of (i) the Expiry Date and (ii) the termination of this Agreement in accordance with its terms.

W
O
R
K
I
N
G
D
R
A
F
T

Key Term	Description
Expiry Date	[Insert contract expiry date]
General background	<ul style="list-style-type: none"> • This Agreement sets out the key commercial terms and conditions on which MSD agrees to procure from the Provider, and the Provider agrees to deliver, certain transitional housing and related support services. • This Agreement is supplementary to the Relationship Agreement between MSD and the Provider referred to above and the terms of the Relationship Agreement form part of this Services Agreement. The Relationship Agreement contains further generic detail on some topics dealt with here. However, this Agreement prevails in the event of any conflict. • The Operational Manual contains the operational detail for this Agreement. • By signing the relevant Contract Documents, the Provider agrees to be bound by and to perform in accordance with this Agreement, the Relationship Agreement, any other Contract Documents, the Operational Manual and the Risk Framework.
Precedence	This Agreement prevails over the Relationship Agreement in the event of any conflict between the two agreements.
Interpretation	Interpretation rules for this Agreement are set out in Schedule 5.
Parties' representatives and contact details	<p>MSD [<i>name</i> <i>title</i> <i>address</i> <i>DDI</i> <i>Cell</i> <i>email</i>]</p> <p>Provider [<i>name</i> <i>title</i> <i>address</i> <i>DDI</i> <i>Cell</i> <i>email</i>]</p>
Properties and Services	
Services Description	The Services comprise: <ul style="list-style-type: none"> • making the Properties Available for Transitional Housing Eligible Tenants at the Services Location as further described in Schedules 1 and 3; and • providing related Support Services and any Additional Services, as described in these Key Terms and in Schedule 1.
Services Location	[Insert location of Properties]

WORKING DRAFT

Key Term	Description
Tenancy Management Requirements	As set out in the Operational Manual.
Property Management Requirements	As set out in the Operational Manual.
Volume and description of Properties	<i>[Insert brief details]</i> , as more particularly set out in Schedule 3 (as that Schedule is updated by MSD from time to time on MSD's Public Housing Client System).
Support Services to be provided	<p>While the Occupant is resident at the Property, the Provider will:</p> <ul style="list-style-type: none"> • work with each Occupant to identify and manage issues that arise in relation their stay at the Property; • prepare an individualised transition plan in conjunction with each Occupant to clearly document: <ul style="list-style-type: none"> ○ actions to address any health and social issues affecting the Occupant; and ○ actions to facilitate the transition from transitional housing to longer-term housing options; and • support each Occupant to: <ul style="list-style-type: none"> ○ access appropriate support services to address any health and social needs; and ○ carry out the actions identified in the Occupant's individualised transition plan, including assisting the Occupant to secure longer-term housing. <p>A failure to provide these Support Services will be a material breach of the Agreement.</p>
Additional Services	<p><i>[Insert any additional services (over and above those set out in Schedule 1 (excluding clause 6)) to be provided by the Provider (including any value-adds offered in original proposal)].</i></p> <p>A failure to provide these Additional Services will be a material breach of the Agreement.</p>
Excluded cohorts	<i>[Insert as appropriate, describing individuals for whom the Properties are not appropriate]</i>
Maximum households across all Properties	<i>[Insert no. This may need updating if Properties are sourced after the Commencement Date.]</i>

WORKING DRAFT

Key Term	Description	
Reporting		
Reporting and monitoring (in addition to the reports required under the Relationship Agreement)	<p>The following reports will be required from the Provider, in accordance with the Operational Manual:</p> <ul style="list-style-type: none"> • a monthly report with Occupant and Property details including why the transitional housing is required; • a monthly Unavailability report, together with the Provider's quarterly invoice; and • a monthly exit report, recording which Occupants have departed from a Property in the preceding month, why, and their likely or known future housing status. <p>MSD will monitor the Provider's performance against the performance measures listed above, quarterly, and report to the Provider on the results of its monitoring.</p>	
Additional reporting requirements	<p>In addition to the Provider's other reporting obligations under this Agreement and the Relationship Agreement, the Provider must promptly give written notice to MSD upon the occurrence of any of the following events:</p> <ul style="list-style-type: none"> • the Provider receives or is engaged in any formal or informal discussions or correspondence with any Crown agency or private landlord with whom it has entered into a Lease where such communication relates to an actual or possible breach of a Lease; • the Provider becomes aware of any breach or likely breach or non-compliance under a Lease; • the Provider receives or is engaged in any formal or informal discussions or correspondence with any Crown agency or private landlord with whom it has entered into a Lease, where such communication relates to an actual or possible variation of a Lease; • the Provider receives a termination notice from a Crown agency or private landlord with whom it has entered into a Lease; and • a Lease expires or terminates. <p>Any notice given by the Provider under this provision must include a copy of any formal notice received from a Crown agency or private landlord and a full description of any other relevant information to assist MSD to understand the nature of the breach or potential breach, or the reason for the Lease expiring or terminating.</p>	
Special reports required from the Provider, if any (in addition to others required under Operational Manual)	Report (to be provided in useable format)	When due
	<i>[Insert, if any, otherwise delete this row]</i>	
Financial		
Services Payment	Accommodation Subsidy	Aggregate maximum of the weekly accommodation subsidy for all Properties set out in Schedule 3 (as that Schedule is updated by MSD from time to time on MSD's Public Housing Client System).

WORKING DRAFT

Key Term	Description	
		MSD will pay the Provider the Accommodation Subsidy for each Payment Period in accordance with Schedule 2.
	Service Delivery Fee	\$[●] per week per Placed Household MSD will pay the Provider the Accommodation Subsidy for each Payment Period in accordance with Schedule 2.
Payment Period (in place of the definition in the Relationship Agreement)	<p>Payment Period means:</p> <ul style="list-style-type: none"> each 3 calendar month period during the Term; and any applicable shorter period to cater for the beginning and end of the Term. 	
Up-front Costs	<p>In addition to the Accommodation Subsidy and the Service Delivery Fee, MSD will also pay in respect of one or more Properties the following amounts, payable on or around the Commencement Date:</p> <p>(i) Specific Up-front Costs</p> <p>A one-off payment for the purpose of [insert purpose of up-front funding], being an amount of up to \$[●], in relation to costs to be incurred for that purpose (and that the Provider will pay the relevant third party provider for directly).</p> <p>If this Agreement is terminated early, the up-front costs amount for a Property will be repayable to MSD in such proportion as MSD reasonably determines having regard to the actual duration of this Agreement.</p> <p>(ii) Advance Accommodation Amount</p> <p>In the case of a Property that is leased by the Provider, if an advance accommodation amount is required in respect of the relevant Property, an amount of up to four weeks' rent. This cannot be used to cover other costs.</p> <p>(ii) Letting Fees</p> <p>In the case of a Property that is leased by the Provider, letting fees of up to one week's total rent for each Property to which they apply (that is, where a letting agency unrelated to the landlord arranges the lease), plus GST.</p> <p>Such amounts will only be payable by MSD upon receipt of a detailed itemised invoice listing the goods, services accommodation amount or letting fees being invoiced (as applicable).</p>	
Miscellaneous Costs	<p>In addition to the Accommodation Subsidy and the Service Delivery Fee, MSD will also pay in respect of each Placed Household Miscellaneous Costs comprising the following amounts, broken down by the following categories:</p>	

WORKING DRAFT

Key Term	Description											
	<p>Category:</p> <p>Storage costs of up to \$[●] per Placed Household, capped for all Placed Households residing in the Properties at \$[●].</p>	<p>When payable:</p> <p>20 Business Days after the Placed Household has moved out, provided MSD has received the required reporting and a GST-compliant invoice (with receipts)</p>										
	<p>Removal costs, being a maximum of \$[●] per Placed Household requiring their household goods to be moved from a storage facility to their new long-term home at the end of their stay, capped for all Occupants at \$[●].</p>	<p>20 Business Days after the Placed Household has moved out, provided MSD has received the required reporting and a GST-compliant invoice (with receipts)</p>										
	<p>Maintenance Costs, capped for all Properties at the following amounts for each of the following periods:</p> <table border="1" data-bbox="624 936 1019 1377"> <thead> <tr> <th data-bbox="624 936 791 1122">Period</th> <th data-bbox="791 936 1019 1122">Maximum Maintenance Costs that may be claimed</th> </tr> </thead> <tbody> <tr> <td data-bbox="624 1122 791 1184">[●] to [●]</td> <td data-bbox="791 1122 1019 1184">\$[●]</td> </tr> <tr> <td data-bbox="624 1184 791 1247">[●] to [●]</td> <td data-bbox="791 1184 1019 1247">\$[●]</td> </tr> <tr> <td data-bbox="624 1247 791 1310">[●] to [●]</td> <td data-bbox="791 1247 1019 1310">\$[●]</td> </tr> <tr> <td data-bbox="624 1310 791 1377">[●] to [●]</td> <td data-bbox="791 1310 1019 1377">\$[●]</td> </tr> </tbody> </table>	Period	Maximum Maintenance Costs that may be claimed	[●] to [●]	\$[●]	[●] to [●]	\$[●]	[●] to [●]	\$[●]	[●] to [●]	\$[●]	<p>In arrears, 20 Business Days after MSD has received:</p> <ul style="list-style-type: none"> (a) a detailed GST receipt that itemises per Property the nature of the work undertaken and/or required other products purchased for the maintenance work; (b) a statement from the Provider identifying why the maintenance work was required, the nature of it and certifying that the amount claimed relates to maintenance work to one or more of the Properties; and (c) where the cost of any maintenance work exceeds \$[10,000], copies of at least two quotes received by the Provider from maintenance providers in relation to the work (in advance of the work being undertaken) along with a description of why the chosen maintenance provider was selected if the provider with the higher quote was engaged.
Period	Maximum Maintenance Costs that may be claimed											
[●] to [●]	\$[●]											
[●] to [●]	\$[●]											
[●] to [●]	\$[●]											
[●] to [●]	\$[●]											
<p>Unavailability Deduction</p>	<p>MSD is entitled to deduct \$[●] per day per Property that is Unavailable.</p>											
<p>FTE Commitment</p>	<p>[Insert FTE commitment (which underpins the calculation of the SDF) (if any)].</p>											

WORKING DRAFT

Key Term	Description
Performance Measures	The Provider is to meet Performance Measures identified in Schedule 4. The consequences of a failure to meet the Performance Measures are set out in Schedule 4.
Compensation payable by MSD for any early termination of this Agreement	<i>[Insert fair and reasonable compensation calculation, having regard to clause 23.1 of the Relationship Agreement].</i>
Insurance	
Insurances required	<i>[Specify insurances required, if any].</i>

W
O
R
K
I
N
G
D
R
A
F
T

EXECUTED on the _____ day of _____ 20____

Signed for and on behalf of **HER MAJESTY, THE QUEEN IN RIGHT OF NEW ZEALAND ACTING BY AND THROUGH THE MINISTRY OF SOCIAL DEVELOPMENT** under delegated authority :

Signatory name:
Signatory title:

Signed for and on behalf of [*Insert full legal name of **Provider***]:

Signatory name:
Signatory title:

Signatory name:
Signatory title:

W
O
R
K
I
N
G
D
R
A
F
T

CONTENTS

SCHEDULE 1: THE SERVICES10

SCHEDULE 2: SERVICES PAYMENT AND OTHER PAYMENTS12

SCHEDULE 3: SCHEDULE OF PROPERTIES13

SCHEDULE 4: PERFORMANCE MEASURES 1

SCHEDULE 5: INTERPRETATION 1

1 **DEFINED TERMS** 1

2 **DEFINITIONS FROM RELATIONSHIP AGREEMENT AND KEY TERMS** 2

3 **INTERPRETATION**..... 2

W
O
R
K
I
N
G
D
R
A
F
T

SCHEDULE 1: THE SERVICES

This Schedule describes the public housing and associated services to be provided by the Provider during the Term.

Accommodation

1. The Provider is to:
 - (a) make the Properties exclusively available to MSD in the Service Location during the Term, for the provision of short term transitional housing for:
 - (i) Transitional Housing Eligible Tenants referred by MSD; or
 - (ii) where the Provider has either been notified by MSD that MSD does not have any referrals, or the Provider has not received a response from MSD within three Business Days of a referral request being made of MSD, Transitional Housing Eligible Tenant who is identified by, or makes themselves known to the Provider, and is assessed by the Provider (in accordance with the Operational Guidelines) as having an immediate housing need that cannot otherwise be met, and are approved by MSD;
 - (b) ensure that the Maximum Households across all Properties (as specified in the Key Terms) and the Maximum Households per Property (as specified in Schedule 3) is not exceeded at any time;
 - (c) ensure that Occupants contribute, to the Provider, a rental amount that is equivalent to no more than 25% of the after-tax income of the Placed Household (the Accommodation Subsidy meeting the remainder of the rental payable to the Provider);
 - (d) assist or provide guidance to each Occupant to have their personal possessions securely stored during their stay in a Property and then arrange for their prompt delivery to the Occupant's new long-term accommodation (the cost of storage is not generally met by MSD unless explicitly provided for);
 - (e) ensure that all Properties are safe and healthy residences, not overcrowded and well maintained, including as required by all applicable Laws;
 - (f) ensure that the Provider correctly reports on the Properties so that MSD has accurate and up to date information (including as to their Availability status); and
 - (g) ensure that the Properties are quickly cleaned and repaired (if required) between Occupant stays so as not to become Unavailable.
2. The Provider may substitute Properties on a like for like basis (unless they are motels).
3. In addition to the core obligation to provide transitional housing under this Schedule 1, the Provider is to also provide tenancy management and property management services in accordance with the Tenancy Management Requirements and Property Management Requirements.

Support Services

4. The Provider is to provide the Support Services listed in the Key Terms to Occupants. The Service Delivery Fee funds these Support Services.

Additional Services

5. In addition to the other Services outlined in this Schedule 1, the Provider is to provide any Additional Services listed in the Key Terms to Occupants who need them, or is to enable or assist Occupants to use those Additional Services, including by directing them to those Additional Services. The Service Delivery Fee funds these Additional Services.

Resourcing

6. The Provider will engage sufficient personnel to enable it to provide the Services in accordance with the FTE Commitment specified in the Key Terms (if any).
7. The Provider will ensure its personnel undertake such training as MSD reasonably requires in order to equip it to provide the Services.

General performance obligations

8. Without limiting any of the Provider's obligations under this Agreement and the Relationship Agreement, the Provider is to provide the Services, Support Services and the Additional Services in accordance with:
 - (a) all Laws, including the Residential Tenancies Act and the Housing Improvement Regulations 1947,
 - (b) the Operational Manual, including the Tenancy Management Requirements and Property Management Requirements; and
 - (c) any special requirements particular to the Properties specified in the Key Terms.

Termination for Convenience

9. Notwithstanding any provision of the Relationship Agreement, MSD may exercise its rights under the Relationship Agreement to terminate this Agreement for convenience. To do so, MSD must give the Provider at least 90 Business Days' notice of termination.
10. Subject to clause 10, nothing in this Agreement affects either party's rights to terminate this Agreement in accordance with the Relationship Agreement.

SCHEDULE 2: SERVICES PAYMENT AND OTHER PAYMENTS**Services Payment**

1. Subject to clause 2 below, MSD will pay the Provider the Services Payment as described in the Key Terms, being:
 - (a) the Accommodation Subsidy; and
 - (b) the Service Delivery Fee,both payable quarterly in advance (i.e. at the beginning of the relevant Payment Period).

Unavailability deduction

2. For each day during a Payment Period that a Property is Unavailable, MSD may deduct, in respect of that Property, the daily Unavailability Deduction set out in the Key Terms from the Services Payment that would otherwise be payable in relation to the immediately following Payment Period.

Up-front Costs and Miscellaneous Costs

3. MSD will pay the Provider any Up-front Costs and/or Miscellaneous Costs (in each case as set out in the Key Terms) on the dates specified in the Key Terms.
4. The Provider must use Up-front Costs and Miscellaneous Costs amounts received from MSD solely for those purposes described in the Key Terms.

Invoicing and Payments

5. All payments under this Services Agreement will be made in accordance with the Relationship Agreement and the Operational Manual.
6. Without limiting any of the Provider's obligations under the Relationship Agreement, MSD will only pay the Provider if MSD has received:
 - (a) a valid tax invoice showing all GST payable (the form of which must have been previously approved by MSD, such approval not to be unreasonably withheld or delayed);
 - (b) the Unavailability report for the immediately prior Payment Period; and
 - (c) in respect of Up-front Costs and/or Miscellaneous Costs, sufficient supporting information confirming the satisfaction of such other payment conditions as set out in the Key Terms (as applicable).

SCHEDULE 3: SCHEDULE OF PROPERTIES

This Schedule sets out the Properties as at the Commencement Date and the information contained in this Schedule will be made available by MSD in the MSD Public Housing Client System. Please note that the information contained in this Schedule will be updated by MSD periodically in the MSD Public Housing Client System, and each updated version of the information contained in this Schedule takes precedence and supersedes each prior version in the MSD Public Housing Client System.

Version no. [•], dated [•]

Address	No. of Bedrooms	Maximum households / Property	Weekly Accommodation Subsidy	Advance Accommodation Amount

W
O
R
K
I
N
G
D
R
A
F
T

[Insert Provider logo]

Working Draft (22.6.2018)
NOT GOVERNMENT POLICY

SCHEDULE 4: PERFORMANCE MEASURES

1 Current Performance Measures

1.1 The Performance Measures set out in this clause 1.1 will apply during the Term (unless and until future performance measures apply in accordance with clause 2 of this Schedule 4).

[Insert once finalised, after discussion.]

2 Future Performance Measures

2.1 MSD and the Provider acknowledge that the Performance Measures set out in clause 1.1 of this Schedule 4 are based on MSD's understanding of the public housing services sector in New Zealand as at the Commencement Date. Accordingly, the Provider agrees that MSD may, at its discretion, amend the Performances Measures set out in clause 1.1 of this Schedule 4 (including by adding new Performance Measures or amending or removing any Performance Measures) by notice in writing to the Provider, provided that:

- (a) to the extent MSD is updating the "Consequences of failure" column in respect of one or more of the Performance Measures set out in clause 1.1 of this Schedule 4, the relevant updated "Consequences of failure" may include:
- (i) any of the existing "Consequences of failure" specified for the Performance Measures; and/or
 - (ii) an Unavailability Deduction up to an amount no greater than **[150%]** of the highest Unavailability Deduction specified in clause 1.1 of this Schedule 4,

and such updated "Consequences of failure" for the relevant Performance Measures are to apply for all or some of the subsequent Years of the Term; and

(b) to the extent MSD wishes to otherwise amend the Performances Measures set out in clause 1.1 of this Schedule 4, MSD must comply with the following principles:

(i) [•]; and

(ii) [•].

2.2 In electing whether to amend the Performance Measures set out in clause 1.1 of this Schedule 4 pursuant to clause 2.1 of this Schedule 4, MSD will take into account the information previously received by MSD from the Provider in relation to the application of the Performance Measures under clause 1.1 of this Schedule 6 to ensure the Services are delivered to meet the needs of Public Housing Clients to the standard required by MSD.

W
O
R
K
I
N
G
D



[Insert Provider logo]

Working Draft (22.6.2018)
NOT GOVERNMENT POLICY

SCHEDULE 5: INTERPRETATION

1 Defined Terms

In this Services Agreement the following terms are used with the meanings set out below (and some other terms are as defined in the Relationship Agreement):

Accommodation Subsidy means the weekly subsidy payment from MSD to the Provider for all Available Properties set out in the Key Terms;

Additional Services means any additional services to be provided by the Provider as set out in the Key Terms;

Agreement means this Services Agreement, including its Schedules, as it may be amended in writing from time to time, and which for the avoidance of doubt, incorporates the terms set out in the Relationship Agreement;

Available means that a Property is not Unavailable and **Availability** is to be construed accordingly;

Commencement Date means the Commencement Date set out in the Key Terms;

Conditions Precedent means the Conditions Precedent (if any) to be satisfied before the Commencement Date as set out in the Key Terms;

Excluded Cohorts means any group of individuals described in the Key Terms who the Provider is not required to place in the Properties if such individuals are referred to the Provider by MSD;

Key Terms means the table of key commercial terms and details specific to this Agreement set out at the front of this Agreement, as it may be updated from time to time, which table is subject to and read in light of the balance of this Agreement, plus the Relationship Agreement and the Operational Manual;

Lease means a lease entered into by the Provider with a Crown agency or private landlord to lease one or more of the Properties for the purpose of providing the Services under this Agreement utilising such Property or Properties;

Miscellaneous Costs means an amount that MSD has agreed to pay in respect of certain miscellaneous costs as set out in the Key Terms;

Parties means MSD and the Provider;

Property means a property listed in Schedule 3 that is made available for housing a Transitional Housing Eligible Tenant pursuant to this Agreement, and **Properties** means all of them;

Relationship Agreement means the Relationship Agreement between the Parties identified in the Key Terms;

W
O
R
K
I
N
G
D
R
A
F
T

Risk Framework means MSD's risk framework as published from time to time by MSD on its website;

Service Delivery Fee means the weekly service delivery fee for the provision of Services to Occupants payable by MSD to the Provider in respect of all Available Properties that is pro rated in respect of any Property sourced part way through a week set out in the Key Terms;

Services means, at any given time, the services then required to be provided by the Provider under this Services Agreement, including the Support Services and any Additional Services specified in the Key Terms;

Services Location means the location of the Properties as described in the Key Terms;

Services Payment means the payment by MSD to the Provider in consideration for the Services provided (or to be provided) by the Provider, as set out in the Key Terms;

Support Services means those services listed as such in the Key Terms;

Unavailability Categories means:

- (a) in respect of a Property that does not need remedial work after the departure of the most recent Occupant, a Property that is not occupied by a new Occupant within 5 Business Days; and
- (b) in respect of a Property that does need remedial work after the departure of the most recent Occupant, a Property that it is not occupied by a new Occupant within 10 Business Days (or 15 Business Days if MSD agrees that the delay in completing the remedial work is attributable solely to a third party property owner),

and, for these purposes:

- (c) cleaning is not "remedial work"; and
- (d) a Property will not be considered "Unavailable" if the sole reason for its remaining empty is that MSD has not referred a Transitional Housing Eligible Tenant to the Provider for it, in response to the Provider seeking a referral; and

Up-front Costs means an amount payable at or just following the Commencement Date that MSD has agreed to pay in respect of certain establishment costs identified in the Key Terms.

2 Definitions from Relationship Agreement and Key Terms

Other capitalised terms used but not defined in clause 1 above have the meanings given to them in the Relationship Agreement or the Key Terms (as applicable).

3 Interpretation

In this Agreement, unless specifically stated otherwise:

- (a) the singular includes the plural and vice versa,
- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

- (c) a reference to any legislation includes any amendment, consolidation, re-enactment or replacement of that legislation;
- (d) “including” and similar words do not imply any limitation;
- (e) the background and headings are for descriptive purposes only and do not form part of, or otherwise affect the interpretation of, this Agreement;
- (f) amounts are in NZ\$ and are stated after the calculation (and inclusion) of GST (if any);
- (g) references to a party or a person includes any form of entity and their respective successors, permitted assignees and representatives; and
- (h) references to clauses and Schedules are to clauses of and Schedules to this Agreement.

W
O
R
K
I
N
G
D
R
A
F
T