



MINISTRY OF SOCIAL
DEVELOPMENT
TE MANATŪ WHAKAHIATO ORA

[Insert Provider logo]

Working Draft (22-6-16-8-2018)
NOT GOVERNMENT POLICY

SERVICES AGREEMENT: TRANSITIONAL HOUSING

[Guidance note: This Agreement applies to a contractual relationship between MSD and the Provider in relation to the provision of transitional Housing and Housing Services as a part of a transitional housing 12 week programme to MSD.]

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 only if there are no Conditions Precedent, subject to satisfaction or waiver. [The date on which all of the Conditions Precedent (have been satisfied or waived.) [To be retained only if applicable]; there are Conditions Precedent.]
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.] The Provider is to notify MSD once each condition is satisfied. See also clause 5(b) of the Relationship Agreement, which requires the Provider to satisfy the Conditions Precedent by the final date for satisfaction of the Conditions Precedent set out below.

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Key Term	Description	Formatted Table
Date Final 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 <u>the final date set out immediately above</u> , unless the date is extended or the Conditions Precedent are 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 <u>the Key Term immediately below</u> . See also clause 5(d) of the Relationship Agreement.	
Termination of this Agreement	<u>MSD may terminate this Agreement for convenience, without needing a specific reason, by giving the Provider not less than 95 Business Days' notice of termination. This Agreement may also be terminated in accordance with the Relationship Agreement (except clause 22.1 of the Relationship Agreement, which will not apply to this Agreement).</u>	
Expiry Date	[Insert contract expiry date]	Formatted Table
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<u>Housing</u> and related support services<u>Housing Services</u>. 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, in this Agreement <u>prevails in the event of any conflict</u>. The Operational Manual contains the operational detail for this Agreement. By signing the relevant Contract Documents, MSD and the Provider agrees<u>agree</u> to be bound by and to perform in accordance with this Agreement, (including the Schedules), the Relationship Agreement, any other Contract Documents, and 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 <u>Clause 2(a) of the Relationship Agreement applies to</u> this Agreement areas if it were set out in Schedule 5 <u>full in this Agreement</u> .	

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Key Term	Description	Formatted Table
Parties' representatives and contact details (including for the purposes of the Relationship Management Group)	<p>MSD</p> <p>MSD's Representative</p> <p>[name title address DDI Cell email]</p> <p>Provider's Representative</p> <p>[name title address DDI Cell email]</p> <p>Each party may replace its nominated representative above during the Term by notice to the other party.</p>	<p>Split Cells</p> <p>Formatted: Tab stops: Not at 11.62 cm</p>
	<p>Provider</p> <p>[name title address DDI Cell email]</p>	
Properties and Services		Formatted Table
Services Description	<p>The service aim is for the Provider to deliver a transitional housing 12-week programme for Transitional Housing Eligible Clients who are housed in the Properties, which will assist those clients to transition to a more sustainable housing solution at the end of their short-term stay.</p> <p>The Services comprise:</p> <ul style="list-style-type: none"> making the Properties Available for Transitional Housing Eligible Tenants Clients at the Services Location as further described in Schedules 1; and 3; and providing related Support Services and any Additional Services, in each case as described in these Key Terms and in Schedule 1 	Formatted: No bullets or numbering
Services Location(s)	[Insert location of Properties]	
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	[Insert brief details], 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	While the Occupant is resident at the Property, the Provider will:	Formatted: Don't keep with next
Monitoring		Formatted Table

- ~~•(a) MSD may monitor the Provider to verify that all required processes under this Agreement (including the Operational Manual) have been implemented on a quarterly basis. MSD is to give the Provider a copy of any report as to the outcome of the monitoring work with each Occupant to identify and manage issues that arise in relation their stay at the Property;~~

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- ~~prepare an individualised transition plan in conjunction with each Occupant to clearly document:~~

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- ~~actions to address any health and social issues affecting the Occupant; and~~

- ~~(i) actions to facilitate the transition from transitional housing to longer term housing options; and~~

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- ~~•(a) support each Occupant to:~~

- ~~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;~~

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~~A failure to provide these Support Services will be a material breach of the Agreement.~~

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Volume and description of Properties	[Insert brief details], as more particularly set out in Schedule 3 (as that Schedule is varied from time to time).
Additional Services	[Insert any additional services (over and above those set out in Schedule (excluding clause 6))] to be provided by the Provider or which the Provider will enable or assist Occupants to use (including any value-adds offered in original proposal)]. A failure to provide these Additional Services will be a material breach of the Agreement.
Excluded cohorts	[Insert as appropriate, describing individuals for whom the Properties are not appropriate]
Maximum households/Occupants across all Properties	[Insert no. This may need updating if Properties are sourced after the Commencement Date.]

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Annual Relationship Meeting	
Annual Relationship Meeting	Without limiting clause 7 of the Relationship Agreement, the Relationship Management Group is to hold an annual relationship meeting within 20 Business Days of each anniversary of the Commencement Date to review how the strategic partnering relationship between MSD and the Provider is working. The Relationship Management Group should discuss the following topics at each annual relationship meeting: <ul style="list-style-type: none"> • health and safety incidents; • Occupant complaints; • general operational processes; • Occupant satisfaction; • Occupant terminations;

	<ul style="list-style-type: none"> • <u>compliance with the Contract Documents and any issues in relation to the Contract Documents;</u> • <u>Occupancy rates in relation to the Properties;</u> • <u>forward-looking plans;</u> • <u>views of demand for Housing and Housing Services;</u> • <u>wrap-around support interface; and</u> • <u>key learnings in relation to Housing and the Housing Services.</u>
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Reporting

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Reporting and monitoring (in addition to the reports required under the Relationship Agreement) Reporting

The Provider is to provide to MSD the following regular reports will be required from the Provider, within 10 Business Days of the start of the relevant month and in accordance with the Operational Manual:

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- a monthly report with Occupant and Property details including why the comprising the following information (for each individual residing at the Properties during the preceding month):
 - client full name;
 - client date of birth;
 - client gender;
 - client SWN (if known);
 - referral source;
 - reason for requiring transitional housing is required;
 - transitional accommodation address;
 - place identifier (for property);
 - start date of residency;
 - end date of residency;
 - weekly contribution amount;
 - housing destination on exit;
 - any other comments; and
 - a monthly/quarterly Unavailability report, listing which Properties were Unavailable during the preceding quarter (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.
- 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. ***[Drafting note: MSD to advise whether to include the optional "Provider Narrative Report - Quarterly Report (Optional)" in this list of required reports].***

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Additional reporting requirements

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 to notify MSD, as soon as reasonably practicable, about anything that may materially affect its performance under this Agreement, including any:

- the Provider receives or is engaged in any formal or informal discussions or correspondence with any Crown agency or private

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	<p>landlord with whom it has entered into a Lease where such communication relates to an actual or possible breach of a Lease;</p> <ul style="list-style-type: none">the Provider becomes aware of any problems or issues relating to Personnel;financial difficulties;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; anda Lease expires or terminates.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, termination or expiry of a Lease, <p>and anything that might adversely affect MSD's reputation or the Provider's reputation, or be of public interest.</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
	[Insert, if any, otherwise delete this row]	
Sharing of Data		
Data provided by MSD	MSD is to provide a written data report to the Provider's Representative every six months during the Term, identifying each of the following in relation to the 6 month period prior to the written data report (in each case, in comparison to a sector average and/or individual relevant Housing and Housing Services providers on an anonymised basis): [Drafting note: list and detail to be confirmed by MSD.]	
Data provided by Provider	The Provider is to provide a written data report to MSD's Representative every six months during the Term, identifying each of the following in relation to the 6 month period prior to the written data report: <ul style="list-style-type: none">Occupant satisfaction (including, if possible, which services were accessed);Occupancy versus vacancy rate for the Properties, measured as;Average Occupant stay length, measured in weeks ;percentage of transition plan goals achieved, measured across all Occupants housed during the relevant period ;andreasons for exit for each Occupant (e.g., eviction, private rental, home ownership, public housing, death, prison etc).	

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Data outcomes following specified periods	<p>Within 20 Business Days of MSD's Representative having received the first 6 month Data information as set out above following the first anniversary of the Commencement Date, the Relationship Management Group is to meet to review and discuss such Data.</p> <p>If the Relationship Management Group considers that such Data provided by the Provider above is not satisfactory in the context of the Services and the principles set out in clause 3.2 of the Relationship Agreement, the parties will seek to agree changes to this Agreement to improve the Provider's performance of the Services. The parties will enter into a variation agreement in the form attached as Schedule 5 to give effect to such agreed changes.</p> <p>If MSD considers, having received the fourth 6 month Data set as set out above following the second anniversary of the Commencement Date, that such Data provided by the Provider is not satisfactory in the context of the Services and the principles set out in clause 3.2 of the Relationship Agreement, MSD may, following consultation with the Provider and acting reasonably, and having regard to the principles set out in clause 3.2 of the Relationship Agreement and that the Services need to meet the needs of Housing Clients, impose a Data-related performance regime on the Provider by notice in writing to the Provider. The Provider is to comply with the requirements of MSD's Data-related performance regime.</p>	
Data outcomes - ongoing	<p>If MSD (acting reasonably) considers that the Data provided by the Provider above are not satisfactory in the context of the Services and the principles set out in clause 3.2 of the Relationship Agreement, then the Relationship Management Group will meet as frequently as reasonably required and work together co-operatively to seek to improve such Data.</p> <p>If, after a period of three months or longer following the Relationship Management Group's first such meeting, MSD (acting reasonably) considers that the Data have not been improved to a satisfactory level having regard to regard to other relevant Housing and Housing Services providers, then MSD may undertake increased monitoring of the Provider in accordance with clause 10.2 of the Relationship Agreement.</p> <p>If after a period of three months or longer following increased monitoring by MSD, MSD (acting reasonably) considers that the Data has not been improved to a satisfactory level, then MSD may, acting reasonably, and having regard to the principles set out in clause 3.2 of the Relationship Agreement and that the Services need to meet the needs of Housing Clients, impose a Data-related performance regime on the Provider by notice in writing to the Provider. The Provider is to comply with the requirements of MSD's Data-related performance regime.</p>	
Financial		
Services Payment	Accommodation Subsidy	<p>Aggregate maximum of the weekly accommodation subsidy for all Properties out in Schedule 3 (as that Schedule is updated by MSD from time to time on MSD Public Housing Client System).</p> <p>MSD will pay the Provider the Accommodation Subsidy for each Payment Period in accordance with Schedule 2.</p>
	Service Delivery Fee	<p>\$[] per week per Placed Household Occupant.</p> <p>MSD will pay the Provider the Accommodation Subsidy Service Delivery Fee</p>

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		for each Payment Period in accordance with Schedule 2. <i>[Drafting note: Where there are Properties that will be used to house more than one Occupant (including household members), amend this row to clarify how the total quarterly Service Delivery Fee will be calculated].</i>
Payment Period (in place of the definition in the Relationship Agreement)	Payment Period means:	
	<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 <u>the following Up-front Cost amounts</u> 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 forOne or more payments capped at \$[●] in total to fund the purposepurchase by the Provider of <u>[insert purpose of up-front funding]</u>, being an amount of up to \$[●], in relation to costs to be incurred for that purpose (and that the Provider will use to pay the relevant third party provider for supplier directly).</p> <p>If this Agreement is terminated early <u>due to Provider default</u>, the up-front costsUp-Front Cost amount for a Property that has been paid by MSD to the Provider 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 Properties<u>Property that is</u> leased by the Provider an advance accommodation amount is required in respect of the relevanta Property, an amount of up to four weeks' rent. This cannot be used to cover other costs for the relevant Property plus GST (if any).</p> <p>(ii) Letting Agency Fees</p> <p>In the case of a Property that isProperties leased by the Provider, letting and only to the extent permitted by law, agency 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: (if any).</p> <p>Such <u>Up-front Cost</u> amounts will only be payable by MSD upon receipt of a detailed itemised <u>tax</u> invoice listing the goods, and/or services being purchased, advance accommodation amount or letting agency fees being invoiced (as applicable).</p>	
Miscellaneous Costs	<p>In addition to the Accommodation Subsidy and the Service Delivery Fee, MSD will also pay <u>in respect of each Placed Household the following</u> Miscellaneous Costs comprising the following amounts, broken down by the following categories in accordance with Schedule 2 on the dates specified below:</p>	

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	<div><div>Category:</div><div>Storage costs of up to \$[●] per <u>Placed HouseholdOccupant</u>, capped for all <u>Placed HouseholdsOccupants</u> residing in the Properties at \$[●].</div></div>	<div><div>When payable:</div><div>20-Business-Days-afterDuring the <u>Placed Household-has moved-out, providedmonth following the month in which</u> MSD has received <u>the-required reporting-and-a GST-complianttax</u> invoice (with receipts) <u>or other evidence of costs that have been or will be incurred</u>).</div></div> <div>Formatted Table</div>										
	<div><div>Removal costs, being a maximum of \$[●] per <u>Placed HouseholdOccupant</u> 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 <u>residing in the Properties</u> at \$[●].</div></div>	<div><div>20-Business-Days-afterDuring the <u>Placed Household-has moved-out, providedmonth following the month in which</u> MSD has received <u>the-required reporting-and-a GST-complianttax</u> invoice (with receipts <u>or other evidence of costs that have been or will be incurred</u>).</div></div> <div>Formatted: Font: Not Bold</div>										
	<div><div>Maintenance Costs, capped for all Properties at the following amounts for each of the following periods:</div><table><tr><th>Period</th><th>Maximum Maintenance Costs that may be claimed</th></tr><tr><td>[●] to [●]</td><td>\$[●]</td></tr><tr><td>[●] to [●]</td><td>\$[●]</td></tr><tr><td>[●] to [●]</td><td>\$[●]</td></tr><tr><td>[●] to [●]</td><td>\$[●]</td></tr></table></div>	Period	Maximum Maintenance Costs that may be claimed	[●] to [●]	\$[●]	[●] to [●]	\$[●]	[●] to [●]	\$[●]	[●] to [●]	\$[●]	<div><div>In arrears, <u>20-Business-Days afterduring the month following the month in which</u> MSD has received:</div><div>(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;</div><div>(b) a statement from the Provider identifying why the maintenance work was required, the nature of the work and certifying that the amount claimed relates to maintenance work to one or more of the Properties and</div><div>(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</div></div> <div>Formatted: Keep with next</div> <div>Formatted: Keep with next</div> <div>Formatted: Keep with next</div> <div>Formatted: Keep with next</div> <div>Formatted: Keep with next</div> <div>Formatted: Keep with next</div> <div>Formatted: Highlight</div> <div>Formatted: Keep with next</div>
Period	Maximum Maintenance Costs that may be claimed											
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[●] to [●]	\$[●]											
[●] to [●]	\$[●]											

		higher quote was engaged.
Unavailability Deduction Accommodation Subsidy Adjustment	MSD is entitled to deduct [\$•] per dayDaily amount per Property that is Unavailable as set out in Schedule 3 and that MSD may deduct in accordance with Schedule 2.	
FTE Commitment	[Insert FTE commitment (which underpins the calculation of the SDF) (if any)].	
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 for convenience	[Insert Yes / No] [If yes, insert fair and reasonable compensation calculation, having regard to clause 23.1 of the Relationship Agreement; and (if applicable) that the Provider is not at fault and/or has not acted negligently where MSD terminates this Agreement for convenience].	
Insurance		
Insurances required	[Specify insurances required, if any]. The Provider is to: <ul style="list-style-type: none">• <u>hold and maintain adequate insurance at all times during the Term with reputable third party insurers that a prudent provider of a similar size and complexity to the Provider would maintain; and</u>• <u>provide MSD with evidence of such insurance in accordance with the Operational Manual.</u>	

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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:

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

Signatory name:
Signatory title:

Signatory name:
Signatory title:

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WORKING DRAFT

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SCHEDULE 1: THE SERVICES

This Schedule describes the ~~public~~transitional housing and associated services ~~that~~ comprise the transitional housing 12-week programme to be provided by the Provider during the Term.

Accommodation

Referral process

~~1.~~ The Provider is to:

~~(a)~~1. make the Properties exclusively ~~available~~Available to MSD in the Service Location during the Term, for the provision of short term transitional housing for:

~~(i)~~(a) Transitional Housing Eligible ~~Tenants~~Clients referred by MSD; ~~(excluding any individuals who are part of an Excluded Cohort);~~ or

~~(ii)~~(b) 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;~~Clients who:

~~(i)~~ are identified by, or make themselves known to the Provider; and

~~(ii)~~ are assessed by the Provider (in accordance with the Operational Manual) as having an immediate housing need that cannot otherwise be met.

2. Notwithstanding clause 1 (above), the Provider may use Properties to house Transitional Housing Eligible Clients who make themselves known to the Provider on non-Business Days or outside of normal business hours on Business Days and who:

(a) have an immediate housing need that cannot otherwise be met and who are able to prove the seriousness of their housing situation; and

(b) are yet to be approved by MSD,

provided that the Provider notifies MSD on the first Business Day immediately following such placement that the Provider has used Properties to house those Transitional Housing Eligible Clients. The Provider may only continue to use Properties to house those Transitional Housing Eligible Clients if MSD then approves the relevant Transitional Housing Eligible Clients (such approval not be unreasonably delayed or withheld).

Maximum number of Occupants

~~(b)~~3. The Provider is to ensure that the Maximum ~~Households~~Occupants across all Properties (as specified in the Key Terms) and the Maximum ~~Households~~Occupants

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per Property (as specified in Schedule 3) is not exceeded at any time; ~~unless otherwise agreed.~~

Rental contribution

~~(e)4.~~ The Provider is to 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 Occupant~~ (the Accommodation Subsidy meeting the remainder of the rental payable to the Provider);

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Storage and removal of possession

~~(f)5.~~ The Provider is to 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~~and removal will only be met by MSD ~~unless explicitly~~where expressly provided for ~~in the Key Terms~~);

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Property standards, reporting and repairs

6. The Provider is to:

~~(e)(a)~~ ensure that all Properties are safe and healthy residences, not overcrowded and well maintained, including as required by all applicable Laws;

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~~(f)(b)~~ 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

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~~(g)(c)~~ ensure that the Properties are quickly cleaned and repaired (if required) between Occupant stays so as not to become Unavailable.

~~2.7.~~ The Provider may substitute Properties on a like for like basis (unless they are motels); ~~by entering into a variation agreement in the form attached as Schedule 5.~~

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~~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

8. The Provider is to provide the following services (the Support Services listed) in the Key Terms relation to Occupants: ~~The resident at the Properties (funded by the Service Delivery Fee);~~

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(a) work with each Occupant to identify and manage issues that arise in relation their stay at the Property;

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(b) prepare an individualised action and transition plan in conjunction with each Occupant to clearly document:

(i) actions to address any health, social, employment and financial needs affecting the Occupant; and

(ii) actions to facilitate the transition from transitional housing to longer-term housing options; and

(c) support each Occupant to:

(i) access appropriate support services to address any health funds these, social, employment and financial needs;

(ii) carry out the actions identified in the Occupant's individualised transition plan, including assisting the Occupant to secure longer-term housing; and

(iii) regularly meet with each Occupant for a period of 12 weeks following the date on which the Occupant leaves the Property, with the objective of identifying and addressing any issues that may threaten the sustainability of the new housing solution.

9. A failure to provide the Support Services— will be a material breach of the Agreement.

**4-
Additional Services**

5-10. 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 also funds these Additional Services.

Resourcing

6-11. 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).

7-12. TheWithout limiting its obligations at Law (including under the Health and Safety at Work Act 2015), the Provider will ensure its personnel undertake such training as MSD reasonably requires on MSD's processes and systems in order to equip it to provide the Services.

General performance obligations

13. The Provider is to maintain 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) continuously during the Term.

8-14. 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

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- (c) any ~~special~~other 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.~~

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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~~set out 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).

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~~Unavailability deduction~~

Accommodation Subsidy Adjustment

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~~Accommodation Subsidy Adjustment set out in ~~the Key Terms~~Schedule 3 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 amounts (in each case as set out in the Key Terms) on the dates specified in the Key Terms.
4. The Provider ~~must~~is to use the 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~~-, subject to receipt of:~~
- ~~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).

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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. Please note that:~~

- ~~if the Parties agree to amend the Property details during the Term of this Agreement, e.g., by adding, subtracting or substituting Properties, then they will enter into a variation agreement in the form attached as Schedule 7 to delete and replace Schedule 3 from time to time.~~
- ~~the information contained in this Schedule will also be updated by MSD periodically in the MSD Public Housing Client System to reflect any agreement by Provider and MSD to vary this Schedule 3; and~~
- ~~each updated version of the information contained in this Schedule then takes precedence and supersedes each prior version of this Schedule.~~

Version no. [●], dated [●]

Address	No. of Bedrooms	Maximum households Occupants/ Property	Weekly Accommodation Subsidy/Property	Advance Daily Accommodation AmountSubsidy Adjustment/Property

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[Insert Provider logo]

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 Performance 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.~~



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~~ payable by MSD to the Provider for all Available Properties set out in the Key Terms;

Accommodation Subsidy Adjustment ~~the daily amount due in respect of any Property that is Unavailable on that day, set out in Schedule 3;~~

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 ~~of this Agreement, as~~ set out in the Key Terms;

Conditions Precedent means the Conditions Precedent (if any) to be satisfied before the ~~Commencement Date~~ date for satisfaction of Conditional Precedent, in each case 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~~ those amounts payable by MSD ~~has agreed to pay in respect of~~ the Provider for 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 ~~by the Provider for the provision of short-term transitional~~ housing ~~a Transitional Housing Eligible Tenant~~ pursuant to this Agreement, and **Properties** means all of them;

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

~~**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 payable by MSD to the Provider 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 as 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(s) means the location(s) of the Properties as described in the Key Terms;

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

Support Services means those services listed as such in the Key Terms Schedule 1;

~~**Unavailability** Unavailable means in respect of a Property, that the Property meet any one or more of the Unavailability Categories, and Unavailability will be construed accordingly;~~

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/Client to the Provider for it, in response to the Provider seeking a referral; and

Up-front Costs means ~~an amount~~ those amounts payable ~~at or just following the Commencement Date that~~ by MSD has agreed to pay in respect of Provider for certain establishment costs identified set out in the Key Terms.

2 Definitions from Relationship Agreement and Key Terms

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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).

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SCHEDULE 5: FORM OF VARIATION AGREEMENT

This **Variation Agreement** is made on *[insert date]*

between (1) **Her Majesty the Queen in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development (MSD)**

and (2) *[insert name of Provider]* (**Provider**)

Introduction

- A. On *[insert date of the Services Agreement]* MSD and the Provider entered into a services agreement relating to the provision of transitional housing and associated services (**Agreement**).
- B. [MSD and the Provider have agreed to amend the details of the Properties that are subject to the Agreement, and are entering into this variation agreement to record those amended Property details (Variation Agreement).]
- C. [MSD and the Provider have agreed to amend the Agreement on the terms set out in this variation agreement (Variation Agreement).]
- [Drafting note: select B or C above, as applicable for the relevant circumstances.]**

It is agreed

31 Definitions and Interpretation

~~In this Variation Agreement, (including the Introduction), unless specifically stated the context otherwise requires:~~

- (a) capitalised terms which are defined in the Introduction have the meaning given to those terms in the Introduction;
- (b) capitalised terms used but not defined in this Variation Agreement shall (where those terms are defined in the Agreement) have the meaning given to those terms in the Agreement;
- (c) headings are inserted for convenience only and shall be ignored; and
- ~~(d) any references to the singular includes the plural and vice versa;~~

- (b) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

2 a Variation

[Drafting note: if the Property details are being amended, insert the following clause].

With effect on and from *[insert date]* (Effective Date), the Agreement is varied by deleting Schedule 3 and replacing Schedule 3 with the new Schedule 3 attached to this Variation Agreement.

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[Drafting Note: If other terms of the existing Services Agreement are being amended, the clause should be populated with the proposed variations to the existing Agreement. Please see the example formats below (note that not all of these will necessarily be used in each situation).]

With effect on and from [insert date] (Effective Date), the Agreement is varied as follows:

- (a) [by deleting Schedule [insert Schedule number] and replacing Schedule [insert Schedule number] with the new Schedule [insert Schedule number] attached to this Variation Agreement.]
- (b) [Clause [insert clause number] is deleted.]
- (c) [Clause [insert clause number] is amended by deleting the reference to [insert (e.g., "30 January 2019")] and replacing it with a reference to [insert (e.g., "30 June 2019").]
- (d) [Clause [insert clause number] is deleted and replaced with the following clause:

[insert clause number]: [insert replacement clause in italics]]
- (e) [A new clause [insert new clause number (e.g., "3A" if the new clause is to be inserted between existing clauses 3 and 4)] is added as follows:

[insert new clause number]: [insert new clause in italics]]

3 Confirmation

- 3.1 [The terms contained in the Agreement continue and remain in full force and effect.] **[Drafting note: delete if the Services Agreement is being varied and not the Property details in Schedule 3].**
- 3.2 [Except as varied by this Variation Agreement, the terms contained in the Agreement continue and remain in full force and effect.] **[Drafting note: delete if only the Property details in Schedule 3 are being varied].**

4 General

- 4.1 **Costs:** Each party shall pay its own costs in respect of this Variation Agreement.
- 4.2 **Counterparts:**

- (a) This Variation Agreement may be signed in any legislation includes number of counterparts all of which, when taken together, constitute one and the

same instrument. A party may enter into this Variation Agreement by executing any amendment, consolidation, re-enactment counterpart.

(b) This Variation Agreement may be executed on the basis of an exchange of scanned copies and execution of this Variation Agreement by such means is to be a valid and sufficient execution.

(e)4.3 **Severability:** If one or more of the provisions of this Variation Agreement is illegal, invalid or replacement of that legislation; unenforceable, the remaining provisions of this Variation Agreement will not be affected and will continue in full force and effect, to the extent permitted by law.

(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.

4.4 **Assignment:** Except as expressly provided otherwise in this Variation Agreement, neither party may assign, transfer, sub-contract or otherwise dispose of all or part of its rights and obligations under this Variation Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

4.5 **Entire agreement:** This Variation Agreement records the entire agreement between the parties in relation to its subject matter and supersedes and cancels and prior written or oral understanding, agreement or arrangement concerning the subject matter of this Variation Agreement.

4.6 **Further assurances:** Each party will execute all other documents and do all other acts and things as may be reasonable to implement and to carry out its obligations under, and the intent of, this Variation Agreement.

4.7 **No third party rights:** Except as expressly set out in this Variation Agreement, nothing in this Variation Agreement is intended to confer a benefit upon or be enforceable by any third party under the Contract and Commercial Law Act 2017.

4.8 **Governing law:** This Variation Agreement shall be governed by and construed in accordance with New Zealand law and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of this Variation Agreement.

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EXECUTION

Executed as a variation agreement.

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 by:

Signatory name:
Signatory title:

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

Signatory name:
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