



1 March 2021

DOIA20/21020524

s 9(2)(a)

Dear s 9(2)(a)

I am in receipt of your email to the Ministry of Social Development (MSD) dated 27 January 2021 where you requested the following under the Official Information Act (the Act):

A copy of any standard form text the Ministry of Social Development uses for the purpose of entering into contracts, agreements or arrangements with accommodation providers.

As you were advised by MSD, your request was transferred to Te Tūāpapa Kura Kāinga – the Ministry of Housing and Urban Development (the Ministry) for a response.

The Ministry enters into various contractual agreements with accommodation providers. Each Service Agreement is written and agreed with the provider based on what the Ministry is procuring. For example, this could be transitional housing, motel accommodation or public housing. The Ministry works individually with each provider to develop the service specifications so there is no standard form text.

When the Ministry enters into a contract for public housing, we also issue a Relationship Agreement, and a Standard Open Term or Capacity Agreement. These documents are on our website and can be accessed at:

www.hud.govt.nz/assets/Community-and-Public-Housing/Partner-with-us/Our-contracting-framework/4d2d0dabda/Relationship-Agreement-Template-Agreement.pdf

www.hud.govt.nz/assets/Community-and-Public-Housing/Partner-with-us/Our-contracting-framework/d7d3790f98/Services-Agreement-Open-Term-Template-Agreement.pdf

www.hud.govt.nz/assets/Community-and-Public-Housing/Partner-with-us/Our-contracting-framework/b17ee25aa2/Services-Agreement-Capacity-Template-Agreement.pdf

When the Ministry enters into a contract for transitional housing, we also issue the following document:

www.hud.govt.nz/assets/Community-and-Public-Housing/Partner-with-us/Our-contracting-framework/c7a8809f40/Services-Agreement-Transitional-Housing-Template-Agreement.pdf

When the Ministry enters into a contract for exclusive use of motels for use as transitional housing, we issue one of two documents and I am releasing both of these to you without redactions. The only difference between the two documents is the fact that one was used during COVID-19 Alert Levels 3 and 4.

You have the right to seek an investigation and review of my response by the Ombudsman, in accordance with section 28(3) of the Act. The relevant details can be found on the Ombudsman's website www.ombudsman.parliament.nz.

As part of our ongoing commitment to openness and transparency, the Ministry proactively releases information and documents that may be of interest to the public. As such, this response, with your personal details removed, may be published on our website.

Thank you for taking the time to write.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Anne Shaw', with a stylized flourish at the end.

Anne Shaw
Deputy Chief Executive
Housing Supply, Response and Partnerships



Date

PRIVATE AND CONFIDENTIAL

Name of person you've been dealing with

Legal entity

Motel address

suburb

City and postcode

Dear Name,

MOTEL: EXCLUSIVE USE FOR AN AGREED PERIOD

The Ministry of Housing and Urban Development (**HUD**) is responsible for securing transitional accommodation for eligible clients. HUD does this in conjunction with, and with the assistance of, the Ministry of Social Development (**MSD**).

As the Owner or Operator of the **insert name of motel (Motel)**, or being a person legally authorised to enter into contracts for the use of the Motel, You are willing to make a number of units at the Motel available to HUD for use as transitional accommodation, for individuals and families in need.

By signing this letter of agreement (**Letter Agreement**), You agree to make certain units (each individually referred to as **Unit**) at the Motel exclusively available to HUD, and HUD (via MSD) agrees to pay the agreed rates for those Units on the following terms and conditions:

1	Motel	<p>Name of Motel Physical motel address suburb City and Postcode</p> <p><i>This must be the name and address of the actual property (motel) that our Referred Clients are staying at, so that we can adequately identify which Motel the contract relates to.</i></p>
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2	Owner/Operator/You	<p>Legal entity name Registered address (if a company) [Registered Companies Office No. (if a company)]</p> <p><i>This is the legal name of the entity that owns or operates (generally pursuant to a formal operating agreement) the Motel – the name of the person / contact you’ve been dealing with must not be inserted here (otherwise you are contractually binding them to meet obligations they don’t have the legal ability to perform).</i></p> <p><i>It’s also really important to identify the correct name of the legal entity that operates the Motel as only that entity has the ability to grant HUD exclusive use of the Units.</i></p> <p><i>If the entity is a sole trader or a partnership – let Legal know in these few instances and we can give you some guidance on how to best populate these fields to suit that particular structure.</i></p>
3	Term	From 1 May 2020 (Commencement Date) to 29 October 2021 (Expiry Date), unless terminated earlier pursuant to clause 14 or clause 15 below.
4	Agreement Reference No.	HCNO-20-xxxxx
5	Service	You will provide the Contracted Volume of Units at the Motel specifically in accordance with the below Service Standards and more generally with motel services (including but not limited to, power, hot water, linen, basic consumables such as toilet paper, soap and shampoo, telephone for local calls, kitchen utensils/facilities and gardening) as per the ordinary operation of the Motel.
6	Service Standards	<p>You will ensure that the Units are kept in accordance with the following standards:</p> <ul style="list-style-type: none"> a) Bed linen must be replaced at least once a week, and additionally if it is soiled and when there is a change in occupancy of the Unit; b) Soiled towels, wash cloths and tea towels must be replaced daily and additionally when there is a change in occupancy of the Unit;

		<p>c) All surfaces, fixtures and fittings (including kitchenware, utensils, cupboards, remote controls, light fittings, heating and cooling units) must be cleaned thoroughly once a week and additionally when there is a change in occupancy of the Unit;</p> <p>d) All rubbish bins in the Units should be emptied once a day;</p> <p>e) All carpets and floor surfaces must be vacuumed once a week and mopped where applicable;</p> <p>f) Any problems with plumbing, electrical or other maintenance related issues must be remedied as soon as practically possible;</p> <p>g) Each Unit must be free of mould and mildew;</p> <p>h) Sealed smoke alarms must be installed in each Unit and tested regularly to make sure that they work; and</p> <p>i) Each Unit must be clear of all pests and vermin.</p> <p>(together referred to as the Service Standards)</p>
7	Contracted Volume of Units and Agreed Rates	As per Schedule One: Contracted Volume of Units and Agreed Rates
8	Payment of Service Fee	<p>You will provide HUD with a valid tax invoice at the beginning/end of each calendar month for the Contracted Volume of Units at the Agreed Rate, less any periods for which the Units were not available for HUD's use. HUD will pay this invoice within 20 working days of receipt.</p> <p>Invoices should be addressed to The Ministry of Housing and Urban Development and sent to your HUD Contact (see clause 18 below).</p>

9	Referral Procedure	<p>HUD will arrange for individuals and families to be referred to you (each, a Referred Client) with the assistance of MSD. You cannot take referrals directly. Each Referred Client will be assigned a support service provider, and either MSD or the support service provider will contact You to advise You of the Referred Client's details. When the Referred Client arrives You will verify that their details match what You have been provided with. You should also check that the Referred Client's name matches their ID.</p> <p>Referred Clients may only check-in between 2.00pm and 7.00pm, and must vacate Units by 10.00 am on the final day of their stay.</p>
10	Warranty	<p>You warrant that the Units made available to HUD under this Letter Agreement shall at all times comply with, and be serviced in accordance with, relevant laws of New Zealand, as well as any applicable consents, permits, authorisations and licences.</p>
11	Liability/Security Deposit	<p>HUD's maximum liability at law to You for any single act or omission of a Referred Client is \$1,000.00.</p> <p>Where an act or omission of a Referred Client has resulted in damage, You must immediately notify the HUD Contact (see clause 18 below) and agree a rectification process.</p> <p>HUD shall have no liability to You in respect of the occupancy of a Unit by a Referred Client beyond that set out above. Any additional services requested by and supplied to a Referred Client not covered by the Service Fee shall be a matter between You and the Referred Client and HUD will have no liability in respect of it.</p>
12	Acknowledgment – Access to Referred Clients	<p>HUD, MSD and others contracted to provide services to Referred Clients may, from time to time, require access to Referred Clients at the Motel.</p>

13	Unavailable Units	<p>If at any time HUD considers any Unit does not meet the Service Standards, HUD will remove the Unit(s) from the Contracted Volume of Units and You will not receive the Agreed Rate for the Unit(s) until such time as HUD is satisfied the Service Standards can be met and the Unit(s) are able to be used by Referred Clients.</p> <p>This clause shall not apply where damage, or uncleanliness, requiring remediation, is caused by the Referred Clients, and the Unit is genuinely unable to be used until such damage is rectified. You must take all reasonable steps to clean or ensure such damage is rectified, within a reasonable time frame.</p>
14	Termination	<p>Either party may terminate this Letter Agreement for convenience, without needing a specific reason, by giving the other party not less than 30 days' notice of termination.</p>
15	Termination for breach	<p>Any breach of the provisions detailed in this Letter Agreement by You may result in HUD terminating this Letter Agreement immediately, in HUD's sole discretion (acting reasonably).</p>
16	Rules of Stay	<p>You have the right to apply the Motel's normal published rules of stay to all Referred Clients. HUD acknowledges that this may mean that Referred Clients may be evicted for unacceptable behaviour.</p>
17	Confidentiality and Publicity	<p>This Letter Agreement is confidential to You and HUD. You may not issue any statement concerning this Letter Agreement or its subject matter or in respect of any Referred Client or that Referred Client's circumstances or occupancy of any Unit without the prior approval of HUD. If HUD is required by law (such as the Official Information Act 1982) to disclose anything related to this Agreement, HUD will consult with You before any disclosure.</p>
18	HUD Contact	<p>HUD Contract: Email address: Postal address: PO Box 82, Wellington 6140 Phone number: 029 350 0027</p>
19	Effective Date	<p>This Letter Agreement takes effect from the date it is signed by both parties.</p>

Signatures

**Signed for and on behalf of the
Ministry of Housing and Urban
Development:**

Name:
Role:
Date:

I have a delegation under section 41 of the *State Sector Act 1988* to sign for the Ministry of Housing and Urban Development.

Signed for and on behalf of **Legal
entity name:**

Name:
Role:
Date:

I/We have authority to sign for **legal entity name** and confirm this agreement has not been altered from what was last provided by the Ministry of Housing and Urban Development.

SCHEDULE ONE | Contracted Volume of Units

#	Unit Number	Type of Unit	Configuration of beds	Maximum Number of Occupants	Agreed Rate per night (excl. GST)	Commencement Date	Expiry Date
1							
2							
X							
TOTAL MAXIMUM PAYABLE PER NIGHT (excl GST)					total		



[Date]

PRIVATE AND CONFIDENTIAL

[Contact Person]

[Name of Legal entity]

[Motel address]

Dear [First name of contact person]

MOTEL : EXCLUSIVE USE FOR AN AGREED PERIOD

Following the outbreak of COVID-19 in New Zealand, the Ministry of Housing and Urban Development (**HUD**) needs to ensure the majority of the population can remain indoors, in a safe environment, particularly while the country was at a COVID-19 Alert Level 4 or COVID-19 Alert Level 3 phase.

Many of the individuals and families who need assistance at this time are homeless and in need of shelter. As the Owner or Operator of the [Motel name] (**Motel**), or being a person legally authorised to enter into contracts for the use of the Motel, You are willing to make a number of units at the Motel available to HUD for the purposes of providing accommodation for individuals and families in need.

Support services will be made available to the occupants of the Units through HUD's Housing First and other support services providers (**Support Provider**), who are contracted to HUD separately.

By signing this letter of agreement (**Letter Agreement**), You agree to make certain units (each individually referred to as **Unit**) at the Motel exclusively available to HUD, and HUD (via MSD) agrees to pay the agreed rates for those Units on the following terms and conditions:

1	Motel	[Motel name and address – as per website]
2	Owner/Operator/You	[Legal entity name and address – as per companies office or NZBN website] Registered Companies Office No. [xxxxxx]
3	Term	From [xxxxxx] (Commencement Date) to [xxxxxx] (Expiry Date), unless terminated earlier pursuant to clause 13. [check termination clause number]
4	Agreement Reference No.	XXXX-XX-XXXX
5	Service	You will provide the Contracted Volume of Units at the Motel with motel services as per the ordinary

Motel Agreement between HUD and [Name of legal entity]

Agreement Reference No: XXXX-XX-XXXX

		<p>operation of the Motel (including but not limited to power, hot water, linen, basic consumables such as toilet paper, soap and shampoo, telephone for local calls, kitchen utensils/facilities, gardening, maintenance, rubbish collection and laundry services).</p> <p>During COVID-19 Alert Level 4 or COVID-19 Alert Level 3 phase, You are not required to meet the Service Standards below while a Referred Client is in occupation of the Unit, however You must ensure cleaning products are provided to enable the Referred Client to undertake their own cleaning. Thorough cleaning must be completed between occupancy by each Referred Client.</p> <p>The Support Provider will assist You by liaising with the Referred Client to organise the regular collection of rubbish, replacement of towels and linen.</p>
6	Service Standards	<p>During COVID-19 Alert Level 2, COVID-19 Alert Level 1 or when no COVID-19 Alert Levels are in place You will ensure that the Units are kept in accordance with the following standards:</p> <ol style="list-style-type: none"> a) Bed linen changed weekly and additionally on a change of occupancy; b) Soiled towels, cloths and tea towels regularly replaced and additionally on a change of occupancy; c) All surfaces cleaned thoroughly weekly and additionally on a change of occupancy; d) All carpets and floor surfaces vacuumed or mopped weekly and additionally on a change of occupancy; e) Rubbish bins emptied daily; f) Any problems with plumbing, electrical or other maintenance related issues must be remedied as soon as practically possible; g) Each Unit must be free of mould and mildew; h) Sealed smoke alarms must be installed in each Unit and tested regularly to ensure that they work; and i) Each unit must be clear of pests and vermin.
7	Contracted Volume of Units and Agreed Rates	As per Schedule One: Contracted Volume of Units and Agreed Rates
8	Payment of Service Fee	You will provide HUD with a valid tax invoice at the end of each calendar month for the Contracted

		<p>Volume of Units at the Agreed Rate. HUD will pay this invoice within 20 working days of receipt.</p> <p>Invoices should be addressed to The Ministry of Housing and Urban Development and sent to your HUD Contact (see clause 17 below).</p>
9	Referral Procedure	<p>HUD will arrange for individuals and families to be referred to You (each, a Referred Client) with the assistance of the Ministry of Social Development (MSD) and the Support Provider. You cannot take referrals directly.</p>
10	Warranty	<p>You warrant that the Units made available to HUD under this Letter Agreement shall at all times comply with, and be serviced in accordance with, relevant laws of New Zealand, as well as any applicable consents, permits, authorisations and licences.</p>
11	Liability and Reimbursement for damage caused	<p>HUD expects You to maintain appropriate insurance policies and to make a claim for any damage caused by a Referred Client to the Unit/Motel under these insurance policies in the first instance, where available. HUD recognises that there may be intentional and wilful damage caused to a Unit by a Referred Client. In the event this occurs please immediately notify the Support Provider and the HUD Contact.</p> <p>If the unit is uninhabitable, where possible You will arrange for another Unit to be made available for the Referred Client and advise the HUD Contact and Support Provider of this change. This clause does not overrule clause 14.</p> <p>HUD will pay for uninsured damage up to a maximum of \$10,000 for any single act or omission of a Referred Client, but is otherwise not liable in law to You in respect of any act or omission of a Referred Client.</p> <p>With the assistance of the Support Provider You must provide photos of the damage, which are to be sent to the HUD Contact along with a quote for remediation of the damage. Once your claim for damage has been reviewed and approved, HUD will arrange for payment to be made within 20 working days.</p> <p>.</p>
12	Acknowledgment	<p>The Support Provider will be responsible for the welfare and supervision of the Referred Clients. If You have any concerns about activity at the Motel</p>

		<p>You must report it to the Support Provider, and if required, the emergency services.</p> <p>You will work with HUD and the Support Provider to identify any risks to the health and safety of your staff or the Referred Clients and communicate these accordingly, recognising the unique situation in which You are providing the Units for HUD's use.</p>
13	Termination	Either party may terminate this Letter Agreement on 14 days' prior written notice to the other without needing a specific reason.
14	Termination for breach	Any breach of the provisions detailed in this Letter Agreement by You may result in HUD terminating this Letter Agreement immediately, in HUD's sole discretion (acting reasonably).
15	Rules of Stay	<p>You have the right to apply the Motel's normal published rules of stay to all Referred Clients.</p> <p>If a Referred Client does not behave in accordance with the Rules of Stay HUD acknowledges that this may lead to them being evicted.</p> <p>You will work with HUD to minimise the disruption from such eviction and work closely with the Support Provider to ensure this.</p>
16	Confidentiality and Publicity	This Letter Agreement is confidential to You, HUD and MSD. You may not issue any statement concerning this Letter Agreement or its subject matter or in respect of any Referred Client or that Referred Client's circumstances or occupancy of any Unit without the prior approval of HUD. If HUD or MSD are required by law (such as the <i>Official Information Act 1982</i>) to disclose anything related to this Agreement, HUD or MSD will consult with You before any disclosure.
17	HUD Contact	<p>HUD Contact: xxxxx</p> <p>Email address: xxxxx@hud.govt.nz</p> <p>Postal address: PO Box 82, Wellington 6140</p> <p>Phone number: xxxxxx</p>
18	Effective Date	This Letter Agreement takes effect from the date it is signed by both parties.

Signatures

**Signed for and on behalf of the
Ministry of Housing and Urban
Development under delegated
authority:**

Name:
Role:
Date:

**Signed for and on behalf of
[Name of legal entity – refer clause 2] :**

Name:
Role:
Date:

I/We have authority to sign and accept this agreement on behalf of [Name of legal entity].

Schedule One: Contracted Volume of Units and Agreed Rate

Motel name:

#	Unit Number	Type of Unit	Configuration of beds	Maximum Number of Occupants	Agreed Rate per night (excl. GST)	Motel Start Date	Motel Finish Date	Unavailable Dates
1								
2								
3								
4								
5								
TOTAL MAXIMUM PAYABLE PER NIGHT (excl. GST)								

Motel Agreement between HUD and [Name of legal entity]
 Agreement Reference No: XXXX-XX-XXXXX