

17 March 2026

s9(2)(a)

Tēnā koe

Thank you for your email, received on 2 February 2026, to Oranga Tamariki—Ministry for Children (Oranga Tamariki) requesting information on Destiny Church (Auckland). Your request has been considered under the Official Information Act 1982 (the Act).

I have responded to each part of your request below.

Correspondence

- *Copies of all correspondence (including emails, letters, file notes, internal communications, text messages, or records of verbal communications) between Oranga Tamariki and:*
 - *Brian Tamaki*
 - *Hannah Tamaki*
 - *Any other leaders, representatives, staff, trustees, or agents acting on behalf of Destiny Church Auckland or its associated organisations.*

Due to the substantial amount of manual work that would be required to collate the information you have requested, this part of your request is refused under section 18(f) of the Act, on the grounds that collating the information requested would have a significant and unreasonable impact on the ability of Oranga Tamariki to carry out its other operations.

We have considered whether charging you would help, as required by section 18A of the Act, however, we do not believe this would reduce the impact that responding to this part of the request would have on our core operations. We have considered consulting with you, as required by section 18B of the Act, however, we do not believe that it would be possible to refine this part of your request in a way that would provide the information you are requesting or would reduce the impact that responding would have on our core operations.

IN-CONFIDENCE

Contracts, Funding, and Relationships

- *Details of whether Oranga Tamariki currently has, or has previously had, any contracts, memoranda of understanding, service agreements, funding arrangements, or informal partnerships with:*
 - *Destiny Church*
 - *Any Destiny Church – affiliated trusts, charities, social services, or incorporated entities*
 - *Please provide copies of any such agreements, including start and end dates and the nature of services provided*

The only records of any payments made to Destiny Church affiliated organisations we can find are one off payments for specific services or activities. We have interpreted these as falling under ‘funding arrangements’ and have therefore provided them to you in the table below. These were generally to be made because they were been part of a Family Group Conference plan family members created and agreed to, or part of a child’s plan worked out with family or caregivers. Please find below the payments for services Oranga Tamariki has paid for from organisations associated with Destiny Church:

Table 1: payments for services and goods that Oranga Tamariki has paid for associated with Destiny Church from 2006-2022. The total amount is \$2,213.75

Year	Site	Cost	Funding purpose
2006	Lower Hutt	\$250.00	Holiday Programme
2006	Lower Hutt	\$100.00	Youth Boot Camp
2007	Porirua	\$180.00	Men’s Encounter Camp & Boot Camp
2011	Nelson	\$74.75	Venue hire & catering for FGC
2016	Waikato Rural North	\$60.00	Overcoming Anger Programme
2018	Waikato Rural South	\$360.00	Easter Camp
2020	Hamilton North	\$529.00	Youth Camp
2022	Hamilton North	\$360.00	Overcoming Anger Programme
2022	Hamilton North	\$300.00	Youth Camp

In addition to the above, the former Child, Youth and Family, when it was part of the Ministry of Social Development, contracted with Te Runanga a Iwi o Te Oranga Ake (now called Te Iwi Tapu), which was the social arm of Destiny Church, in the financial year 2011 and 2012 for holiday programmes. This contract was discontinued soon after, with the total expenditure amounting to \$59,100. Please find attached as Appendix One the contracts between Oranga Tamariki and Te Runanga a Iwi o Te Oranga Ake (now called Te Iwi Tapu).

Placements

- *The number of families affiliated with Destiny Church who currently have, or have previously had, children placed with them by Oranga Tamariki.*
 - *The total number of individual Oranga Tamariki placements currently residing in Destiny Church–affiliated households, and the total number historically within the requested timeframe*
 - *The age ranges of children placed in Destiny Church- affiliated households, grouped by standard age brackets (e.g. 0-4, 5-9, 10-13, 14-17)*

IN-CONFIDENCE

- *whether any placements involving Destiny Church affiliated households have been declined, removed, transferred early, terminated and, if so, the number of such cases (with reasons provided in anonymised, non-identifying form)*

Oranga Tamariki does not and has never contracted care services from Destiny Church.

It is possible there are caregivers who have relationships with Destiny Church in their personal capacity. If this is the case, it is most likely whānau caregivers who already had relationships with Destiny Church, or one of their affiliates, before becoming whānau caregivers. Oranga Tamariki ensures that all prospective caregivers undertake a full caregiver assessment that assesses stability and safety to provide care – these assessments account for the impact of any caregiver associations on their ability to provide safe and appropriate care.

Any information we hold about a caregiver's current or past affiliation with Destiny Church would be recorded in assessment records of case notes. As such, it would require manual collation to determine for sure and would not be viable. Collating the information you have requested would require staff to manually search through records, which would require significant time and resource and would take staff away from their operational core priorities. Therefore, this part of your request is refused under section 18(f) of the Act.

Policies, Assessments, and Oversight

- *Copies of any policies, guidelines, assessment criteria, or decision-making frameworks used by Oranga Tamariki when approving or reviewing placements in households affiliated with religious organisations or churches, including Destiny Church*

When assessing the criteria regarding the approving or reviewing of placements in households affiliated with religious organisations or churches, including Destiny Church, Oranga Tamariki utilises the Caregiver and Adoption Assessment Framework.

The framework ensures that the capability and capacity of the applicants are matched against the unique needs of te tamaiti or rangatahi. Our kaimahi look at the applicant's capability and capacity to understand the impact of their own upbringing (including religious upbringing) and affirm and support the religious identity of te tamaiti or rangatahi. This has remained unchanged from 1 January 2015 to the present.

More information can be found on the Oranga Tamariki Practice Centre website [here](#). The policy regarding Caregiver and Adoptive applicant assessment and approval can also be found on the Oranga Tamariki Practice Centre website [here](#).

- *Copies of any monitoring reports, audits, reviews, risk assessments, or internal evaluations relating specifically to placements in Destiny Church–affiliated households*

IN-CONFIDENCE

No information has been identified as in scope of this part of your request. As such, this part of your request is refused under section 18(e) of the Act as the documents alleged to contain the information requested do not exist or, despite reasonable efforts to locate them, cannot be found

- *The number of complaints, concerns, or reports received by Oranga Tamariki relating to Destiny Church–affiliated households or entities, including the general nature of those complaints (provided in anonymised form).*

Complaints that are received by Oranga Tamariki are processed by the Feedback and Complaints team. We have completed a search on the Complaints, Compliments and Suggestions (CCS) system for the number of complaints, concerns, or reports received by Oranga Tamariki relating to Destiny Church-affiliated households or entities, including the general nature of those complaints (provided in anonymised form).

There were 8 complaints found where the complaint included a reference to Destiny Church. These complaints were in the context of whānau involvement and Destiny Church were not the subject of the complaints. Feedback and Complaints were also contacted by a person who was concerned that Destiny Church had released a TikTok video that included private information and included a reference to Oranga Tamariki, but this was not progressed as a complaint.

Oranga Tamariki may make the information contained in this letter available to the public by publishing this on our website with your personal details removed.

I trust you find this information useful. If you wish to discuss this response with us, please feel free to contact OIA_Requests@ot.govt.nz. Alternatively, you are advised of your right to also raise any concerns with the Office of the Ombudsman. Information about this is available at www.ombudsman.parliament.nz or by contacting them on 0800 802 602.

Nāku noa, nā



Simon Harding
Chief Advisor
Tamariki and Whānau Services
Oranga Tamariki- Ministry for Children



MINISTRY OF SOCIAL DEVELOPMENT

Te Manatū Whakahiato Ora

22 November

2011

s9(2)(g)(ii) [REDACTED]

Te Runanga A Iwi O Te Oranga Ake [TOA]
Po Box 51761
Pakuranga
Manukau 2140

Tena koe [REDACTED]

Important Information Regarding Funding for the F2012 Year

Re: Agreement Number 315956

Following your acceptance of the Letter of Offer, I am sending the enclosed Agreement to you for your consideration and signature. Included with the Agreement document are Service Specifications and you are able to view these on the Ministry website by using the following link: <https://www.msd.govt.nz/about-msd-and-our-work/publications-resources/service-guidelines/index.html>.

Could you please review the enclosed Agreement and provided it is satisfactory, arrange to have it signed. In arranging to have the Agreement signed please ensure the following:

- It is signed in accordance with the rules of your organisation.
- All copies are initialled on each page, signed (refer to pages 2 and 3), and returned in the enclosed self addressed envelope.
- If previously not supplied, please forward a blank bank deposit slip as evidence of the bank account to which the funds are to be direct credited.
- When the Agreement is returned to the Ministry please include an appropriate invoice to enable payment. The invoice must refer to the Agreement number as recorded in the footer of the Agreement.

Further points to note:

- The Agreement does not come into force until signed by all parties.
- A copy of the Agreement will be returned to you once signed on behalf of the Crown.

If you do not wish to enter into the enclosed Agreement please notify me as soon as possible.

Should you have any queries please contact me to discuss.

Naku iti nei na,

[REDACTED]
Regional Advisor Funding
[REDACTED]

This page has been inserted as a placeholder to keep the contract footer page numbering correct - **do not delete.**

- If the cover letter extends to 2 pages it will use this page - and these instructions should be deleted.
- If the cover letter does not roll onto this page, this page should still be left in the contract, the page can just be discarded from any printed copy. Leave the instructions showing to prevent peer reviewers from deleting this page.



MINISTRY OF SOCIAL DEVELOPMENT

Te Manatū Whakahiato Ora

AGREEMENT

**FOR NON-APPROVED F12 BREAKAWAY HOLIDAY
PROGRAMME**

BETWEEN

THE MINISTRY OF SOCIAL DEVELOPMENT

AND

Te RUNANGA A IWI O TE ORANGA AKE (TOA)

Signatory Section

Agreement dated

2026

The Parties to this Agreement are

- 1 The Sovereign in right of New Zealand acting by and through the Chief Executive of the Ministry of Social Development in respect of Family and Community Services (“the Ministry”)
- 2 **Te Runanga A Iwi O Te Oranga Ake [TOA]**
incorporated under the Charitable Trusts Act 1957 and having its registered office at 18 Allright Place, Mt Wellington, Auckland 1060.

Purpose of Agreement

The purpose of this Agreement is for Te Runanga A Iwi O Te Oranga Ake [TOA] to contribute towards the Ministry’s Family and Community Services outcomes of:

- i. Strong Families;
- ii. Connected Communities

by providing the Service under this Agreement.

Execution

Ministry

Signed by



Northern Regional Manager,
Family and Community
Services

I have a delegation under section 41 of the State Sector Act 1988 to sign for the Ministry.

Signed

Date

Te Runanga A Iwi O Te Oranga Ake [TOA]

Signed by

Name

Designation

I have authority to sign for Te Runanga A Iwi O Te Oranga Ake [TOA].

Signed

Date

Signed by

Name

Designation

I have authority to sign for Te Runanga A Iwi O Te Oranga Ake [TOA].

Signed

Date

SCHEDULE ONE – SPECIAL TERMS AND CONDITIONS

1 Term

This Agreement commences on 1 July 2011 and ends on 30 June 2012, unless terminated earlier in accordance with this Agreement.

2 Services

- 2.1 The Ministry shall make a financial contribution towards the delivery of the following Services by Te Runanga A Iwi O Te Oranga Ake [TOA] according to this Agreement.

Detailed Service Description	Service location	Unit of Service	Quantity of Service	Government Contribution
To deliver holiday programmes where the primary focus is a range of physical activities to keep participants engaged and will be beneficial to their growth and development.	Mangere - Otahuhu-Board	clients	491	\$49,100.00

- 2.2 Te Runanga A Iwi O Te Oranga Ake [TOA] shall provide the Service/s from the commencement date in accordance with this Agreement and Service Specifications for the following services:

Break-Away School Holiday Programme

3 Funding

- 3.1 The total funding to be provided under this Agreement for the provision of the Services is \$49,100.00 excluding GST (Agreement Price).

- 3.2 Subject to the terms and conditions of this Agreement, the Ministry shall pay the Agreement Price in instalments as set out below by direct credit to Te Runanga A Iwi O Te Oranga Ake [TOA]'s nominated bank account:

Instalment Number	Instalment Amount	Payment Date
1	\$49,100.00	1 November 2011. Following the signing of this Agreement by both parties.
Total	\$49,100.00	

Please note these payments exclude GST. However, payments for GST registered providers will have GST added subject to the terms and conditions of this Agreement.

- 3.3 The Agreement Price is exclusive of GST and the Ministry shall only pay GST in addition to the funding amount if Te Runanga A Iwi O Te Oranga Ake [TOA] has provided the Ministry with a valid itemised Tax Invoice, outlining the description of the Services provided, the period and the funding amount, in accordance with the Goods and Services Tax Act 1985 and subject to the terms of this Agreement.

Where Te Runanga A Iwi O Te Oranga Ake [TOA] is not registered for GST, payment shall only be made upon receipt of a valid itemised invoice, outlining the description of the Services provided, the period and the funding amount, subject to the terms and conditions of this Agreement.

4 Reporting

4.1 Te Runanga A Iwi O Te Oranga Ake [TOA] shall provide the Ministry with the reports and information to Regional Advisor Funding according to the requirements specified in the Service Specifications using the report form attached to this Agreement as Appendix One.

4.2 Reports are due on the following dates:

Reporting Required	Date Due	Period covered by the Report
1	10 March 2012	1 July 2011 to 1 March 2012
2	10 May 2012	1 July 2011 to 30 April 2012

5 Monitoring or Support Visits

5.1 During the term of this Agreement, the Ministry shall conduct monitoring or support visits to discuss and verify the information provided in reports.

Monitoring or Support Visit Number	Financial Year of Visit	Monitoring or Support Visit Due Date
1	F2012	15 March 2012 or as otherwise agreed between the parties

5.2 The Ministry shall give Te Runanga A Iwi O Te Oranga Ake [TOA] a written copy of the outcome of each monitoring or support visit once the report has been completed.

6 Contact Details

6.1 The Regional Advisor Funding (contact details below) will be responsible for effectively managing the relationship between the Ministry and Te Runanga A Iwi O Te Oranga Ake [TOA] by providing assistance and support as required.

6.2 Any notice served under this Agreement shall be sent to the Regional Advisor Funding.

6.3 The contact details for the Ministry are:

Ministry

Regional Advisor Funding: s9(2)(g)(ii)

Address: Private Bag 68-911, Newton, Auckland 1145

Phone: s9(2)(g)(ii)

Mobile Phone: s9(2)(g)(ii)

Fax: s9(2)(g)(ii)

Email: s9(2)(g)(ii)

6.4 The contact details for Te Runanga A Iwi O Te Oranga Ake [TOA] are:

Te Runanga A Iwi O Te Oranga Ake
[TOA]

Contact: [REDACTED]
Address: Po Box 51761
Pakuranga
Manukau 2140
Phone: [REDACTED]
Mobile Phone: [REDACTED]
Fax: [REDACTED]

SCHEDULE TWO – GENERAL TERMS AND CONDITIONS

1 Use of Funds

- 1.1 Funding paid to Te Runanga A Iwi O Te Oranga Ake [TOA] under this Agreement shall only be used to provide the Services. Te Runanga A Iwi O Te Oranga Ake [TOA]'s annual accounts must show funding paid by the Ministry as a separate income line item.
- 1.2 Without limiting the Ministry's rights under this Agreement, at law, in equity, or otherwise, the Ministry may withhold funding in whole or in part until Te Runanga A Iwi O Te Oranga Ake [TOA] has performed the obligations in this Agreement to which the funding relates to the reasonable satisfaction of the Ministry.
- 1.3 Te Runanga A Iwi O Te Oranga Ake [TOA] nor their staff shall engage in any activity or obtain any interest during the term of this Agreement which is likely to conflict with or restrict them in the fair and independent performance of this Agreement. If, during the term of this Agreement, a conflict of interest arises, or appears likely to arise, Te Runanga A Iwi O Te Oranga Ake [TOA] must notify the Ministry immediately and take such steps as the Ministry may reasonably require dealing with the conflict.

2 Reviews

- 2.1 The Ministry may review the Services, or Te Runanga A Iwi O Te Oranga Ake [TOA]'s practices, operational and financial policies, procedures and systems during this Agreement, subject to clause 2.2. Te Runanga A Iwi O Te Oranga Ake [TOA] shall cooperate fully with any review and allow the Ministry or its authorised agents access to:
 - a. Te Runanga A Iwi O Te Oranga Ake [TOA]'s and any of its subcontractor's premises where Services are delivered or records are kept;
 - b. staff, subcontractors or other personnel involved in providing the Services; and
 - c. records and information about the Services or any payments made under this Agreement.
- 2.2 The Ministry shall:
 - a. give Te Runanga A Iwi O Te Oranga Ake [TOA] at least 2 Working Days notice of any review;
 - b. visit during working hours or other reasonable times depending on the matter being reviewed; and
 - c. provide Te Runanga A Iwi O Te Oranga Ake [TOA] with a copy of any report on the review.

3 Information

- 3.1 Te Runanga A Iwi O Te Oranga Ake [TOA] shall provide reports as set out in clause 4 of Schedule One. Te Runanga A Iwi O Te Oranga Ake [TOA] shall also supply any information relating to this Agreement or the Services that the Ministry requests, within 10 Working Days or any other reasonable period specified in the request.
- 3.2 Te Runanga A Iwi O Te Oranga Ake [TOA] holds information relating to the Services on behalf of the Ministry for the purpose of carrying out the Ministry's obligations. The parties shall cooperate so that the Ministry can comply with its statutory requirements.
- 3.3 Each party shall take all reasonable steps to keep secure and confidential all information relating to people receiving Services, or relating to any aspect of the Ministry's business.

- 3.4 Te Runanga A Iwi O Te Oranga Ake [TOA] shall inform the Ministry immediately if it changes its legal structure or if it becomes aware of any of its personnel being investigated for, charged with, or convicted of any criminal activity.

4 Responsibilities of the Provider

- 4.1 Te Runanga A Iwi O Te Oranga Ake [TOA] must:

- a. perform the Services with all due care, skill and diligence and to the highest industry standards, including maintaining sufficient resources;
- b. maintain all records and accounts (including all receipts and invoices) in accordance with generally accepted accounting practice as necessary, to provide a complete and detailed record and explanation of the expenditure of the Ministry's funding, including producing an audited financial statement; and
- c. confirm that they are solvent and will be financially viable for the entire duration of the Agreement.

- 4.2 Where Te Runanga A Iwi O Te Oranga Ake [TOA] becomes aware that any of the Te Runanga A Iwi O Te Oranga Ake [TOA]'s personnel, including agents or sub-contractors engaged in providing the Services:

- a. commits any act of dishonesty;
- b. in any way brings the Ministry into disrepute;
- c. is convicted of a criminal offence or engages in criminal behaviour; or
- d. is otherwise unable to perform the Services to the Ministry's reasonable satisfaction,

Te Runanga A Iwi O Te Oranga Ake [TOA] must immediately remove the personnel from providing the Services or being in direct contact with the Ministry or its clients.

5 Warranties

- 5.1 Te Runanga A Iwi O Te Oranga Ake [TOA] warrants that it is authorised to enter this Agreement and when providing the Services, it shall at all times:

- a. use personnel who possess adequate skills and have the knowledge, ability and qualifications necessary to provide the Services;
- b. have sufficient professional indemnity insurance to cover all liabilities arising as a result of this Agreement; and
- c. ensure that all proposed or engaged employees and officers, who have contact with clients in the provision of the Services or access to the funding provided by the Ministry, are vetted by way of a comprehensive criminal convictions check; and further that all proposed or engaged employees and officers have no convictions for fraud under the Social Security Act 1964 or the Crimes Act 1961, subject to the Criminal Records (Clean Slate) Act 2004.

- 5.2 Te Runanga A Iwi O Te Oranga Ake [TOA] further warrants that in providing the Services Te Runanga A Iwi O Te Oranga Ake [TOA] shall not be in breach of any obligation to or be infringing any rights (including intellectual property rights) of any other person or entity.

6 Public Statements

- 6.1 In accordance with the relationship principles as given in the Practice Guidelines/ Service Specifications, either party may make public statements about the other party however, a

public statement that relates to the Agreement can only be made with the other party's written permission in each instance. The requirement for written permission does not apply if the public statement is stipulated as an obligation of the Agreement.

6.2 This clause does not restrict either party from discussing any matters with its personnel, subcontractors, agents, advisors or people to whom that party is responsible.

6.3 Te Runanga A Iwi O Te Oranga Ake [TOA] agrees that the Ministry may make information about this Agreement such as provider name, level of funding and the nature of the Services including the region where the Services will be delivered, available to the public through the Ministry online mapping tool.

6.4 Neither party may use the name or logo of the other party without its written permission.

7 Intellectual Property

7.1 Each party retains ownership of all intellectual property it owned before the start of this Agreement.

7.2 Te Runanga A Iwi O Te Oranga Ake [TOA] shall own any intellectual property that exists in any material or work it creates in the course of providing the Services, including reports under this Agreement.

7.3 The Ministry shall have a perpetual, royalty-free, non-transferable licence to use and copy any intellectual property referred to in clause 7.2.

7.4 Te Runanga A Iwi O Te Oranga Ake [TOA] assures the Ministry that in providing the Services it is not and will not be in breach of any third party's intellectual property rights.

8 Recovery of Payments

8.1 Te Runanga A Iwi O Te Oranga Ake [TOA] shall repay a portion of the funding paid by the Ministry if:

- a. it does not provide the Services as described in Schedule One;
- b. it does not maintain the Services for the full term of this Agreement;
- c. it does not provide Services because this Agreement is terminated; or
- d. there are any unexpended funds held by Te Runanga A Iwi O Te Oranga Ake [TOA] after completion of the Services. Any such repayment will be negotiated at the Ministry's discretion.

8.2 The Ministry shall set the amount to be repaid:

- a. after discussion with Te Runanga A Iwi O Te Oranga Ake [TOA]; and
- b. with regard to the quantity and quality of the Service that was provided.

8.3 Te Runanga A Iwi O Te Oranga Ake [TOA] shall repay the amount within 30 days of written notice from the Ministry.

8.4 Nothing in this clause limits either party's remedies for breach of contract.

9 Events Preventing Performance

9.1 Neither party is liable for any default or delay in any obligation under this Agreement caused by an event beyond its reasonable control.

- 9.2 The party claiming the protection of this clause shall:
- a. immediately give the other party notice of the circumstances and of the likely period of the delay;
 - b. arrange a meeting with the other party to discuss in good faith what can be considered under 9.2c; and
 - c. take all reasonable steps to mitigate the default or reduce the period of the delay.
- 9.3 If the event continues for more than 60 days, the other party may terminate this Agreement after 14 days notice in writing.

10 Indemnity

Te Runanga A Iwi O Te Oranga Ake [TOA] indemnifies the Ministry against all claims, damages, penalties or losses that arise as a result of this Agreement.

11 Changes Following a Government Directive

- 11.1 Te Runanga A Iwi O Te Oranga Ake [TOA] accepts that the Ministry is acting on behalf of the Government and must implement Government instructions. If there is a change of Government policy or a new Government instruction that materially affects the parties' rights and obligations under this Agreement, then the parties will agree between them how to vary this Agreement.
- 11.2 If agreement under clause 11.1 is not reached between the parties within 30 days, then the Ministry may terminate the terms of this Agreement by giving Te Runanga A Iwi O Te Oranga Ake [TOA] 30 days written notice of any such termination.

12 No Expectation of Future Funding

- 12.1 The Ministry cannot promise that it will fund the provision of Services, or otherwise make more funding available after the expiry of this Agreement.
- 12.2 While the Ministry will make every effort to secure funding for the Services, payments for any period beyond 30 June in any year are subject to appropriation by Parliament.

13 Dispute Resolution

- 13.1 The parties shall attempt to resolve any dispute firstly by negotiation then by mediation. Neither party may start any court or arbitration proceedings relating to any dispute arising from this Agreement until it has complied with this clause, unless proceedings are necessary to preserve the rights of either party. Any termination of the Agreement under clause 14.1 or 14.2 shall not be subject to the dispute resolution process, as stipulated within clause 13.
- 13.2 The party claiming that a dispute exists shall give written notice to the other party specifying the nature of the dispute. Both parties shall then use their best endeavours to settle the dispute by negotiation.
- 13.3 If the dispute is not settled by negotiation within 21 days of the notice, the parties shall participate in mediation with a mutually acceptable mediator. If the parties cannot agree on a mediator within 28 days of the notice, the Chairperson of LEADR New Zealand Incorporated will appoint the mediator. Unless the parties agree otherwise the cost of mediation will be divided equally between them.
- 13.4 If the dispute is not settled by mediation within 30 days of the start of the process, the parties shall refer the matter to a single arbitrator. If the parties cannot agree on the arbitrator, each

party shall appoint one arbitrator, and these two arbitrators will jointly appoint an umpire. The arbitration must be conducted in accordance with the Arbitration Act 1996. Unless the parties agree, or the award specifies otherwise, the cost of arbitration will be divided equally between them.

13.5 Both parties shall continue to comply with their obligations in this Agreement until the dispute is resolved.

14 Termination

14.1 Either party may terminate all or part of this Agreement at any time by giving three months notice in writing.

14.2 The Ministry may terminate all or part of this Agreement immediately by notice if Te Runanga A Iwi O Te Oranga Ake [TOA] breaches a term of this Agreement.

14.3 If this Agreement is terminated under 14.1:

- a. the Ministry will only be liable for any payments of funding under this Agreement that are due before the effective date of termination and which will be properly expended by Te Runanga A Iwi O Te Oranga Ake [TOA] prior to the effective date of termination;
- b. the Ministry will only be liable for any reasonable costs incurred by Te Runanga A Iwi O Te Oranga Ake [TOA] and directly attributable to the termination of this Agreement; and
- c. Te Runanga A Iwi O Te Oranga Ake [TOA] shall provide the Services under this Agreement till the effective date of termination.

14.4 If this Agreement is terminated under clause 14.2:

- a. the Ministry will no longer have any obligation to pay any payments of funding due for any Services terminated after the effective date of termination; and
- b. Te Runanga A Iwi O Te Oranga Ake [TOA] shall repay immediately to the Ministry any funding unexpended or not properly expended by Te Runanga A Iwi O Te Oranga Ake [TOA] prior to the date of termination.

14.5 If this Agreement is terminated:

- a. the parties shall collaborate to transfer any client information to the Ministry, or another provider, if required to ensure that the Services continue;
- b. the parties shall openly and honestly record the reasons for termination in a way that contributes to more effective delivery in future; and
- c. clause 8 applies accordingly.

15 Notices

Any notice to be given by one party to the other under this Agreement (including notice of change of address for service) may be given by personal delivery, mail, fax, or email. If the date of arrival cannot be proved notice by mail shall be treated as having been delivered on the 3rd Working Day after it was posted, provided that the letter was properly addressed. A fax or email that arrives after 5pm or on a non-Working Day shall be treated as having been delivered on the next Working Day.

16 General

16.1 Assignment and Subcontracting

Te Runanga A Iwi O Te Oranga Ake [TOA] shall not subcontract any of the Services or assign the benefits or obligations of this Agreement without written permission from the Ministry.

16.2 Set Off

The Ministry may set off any amount that Te Runanga A Iwi O Te Oranga Ake [TOA] owes to the Ministry against any payments the Ministry owes to Te Runanga A Iwi O Te Oranga Ake [TOA] under this or any other Agreement.

16.3 Entire Agreement

This document records the entire agreement between the parties and supersedes all previous oral or written agreements or understandings dealing with the same subject matter.

16.4 Privity of Contract

No third party may enforce this Agreement.

16.5 Severance

Any clause of this Agreement that is found to be unenforceable, illegal or invalid shall be deleted and shall not affect any other clause.

16.6 Waiver

The failure of either party to enforce a clause of this Agreement will not be interpreted as a waiver of the clause.

16.7 Variation

No variation to this Agreement is effective unless it is in writing and signed by both parties.

16.8 Continued Effect

Clause 4 of Schedule One and clauses 1.1, 3, 6, 7, 8, 10, 13, 14.5 and 16.8 of Schedule Two will survive the expiration or termination of this Agreement.

16.9 New Zealand Law

This Agreement is governed by and interpreted in accordance with New Zealand law.

16.10 Weekends and Public Holidays

Any obligation under this Agreement which falls on a date which is not a Working Day shall be performed on the subsequent Working Day.

16.11 Definitions and Construction

In this Agreement, unless the context otherwise requires, words or phrases beginning with capital letters are defined as follows:

Service means the service described in Schedule One clause 2 and “Services” has a corresponding meaning; and

Working Day means any day of the week excluding a Saturday, a Sunday, a public holiday, an anniversary day in the relevant province or any day between 24 December and the following 15 January inclusively.

16.12 In the construction of this Agreement:

- a. if there is any inconsistency between the provisions of Schedule Two and the provisions of Schedule One, the provisions of Schedule Two shall prevail; and
- b. a reference to an Act or any regulations is a reference to that enactment or those regulations as amended or substituted from time to time.

APPENDIX ONE - REPORT

Te Runanga A Iwi O Te Oranga Ake [TOA] Report Form for Period 1 July 2011 to 30 June 2012

Report Due Dates
10 March 2012
10 May 2012

Signed by: _____

Date: _____

Name: _____

Position: _____

N.B. Clients are to be recorded at point of entry into the service post 1 July 2011

Description of Service	Service Unit of Measure	Quantity of Service	1 July 2011 to 1 March 2012	1 July 2011 to 30 April 2012
To deliver holiday programmes where the primary focus is a range of physical activities to keep participants engaged and will be beneficial to their growth and development.	Total number of 1 week placements	491		
To deliver holiday programmes where the primary focus is a range of physical activities to keep participants engaged and will be beneficial to their growth and development.	Number of client evaluations completed	Report actual		
To deliver holiday programmes where the primary focus is a range of physical activities to keep participants engaged and will be beneficial to their growth and development.	Total number of clients benefiting from this funding	Report actual		

Description of Service	Service Unit of Measure	Quantity of Service	1 July 2011 to 1 March 2012	1 July 2011 to 30 April 2012
To deliver holiday programmes where the primary focus is a range of physical activities to keep participants engaged and will be beneficial to their growth and development.	Percentage of evaluations where clients report that they are satisfied or very satisfied with the service	Report actual		
To deliver holiday programmes where the primary focus is a range of physical activities to keep participants engaged and will be beneficial to their growth and development.	Percentage of evaluations where clients report that they developed new skills	Report actual		

Reporting Period – Christmas/ Easter <delete one>	
Description of Statistic	Number
Total number of young people attending the programme	
Number of the total attendees that are Maori/ Iwi clients	
Number of the total attendees that are Pacific clients	
Number of the total attendees that are ethnicity other than Maori or Pacific	
Number of the total attendees that are young people aged 11 to 13 years	

Number of the total attendees that are young people aged 14 to 17 years	
Number of the total attendees that are female	
Number of the total attendees that are male	

Narrative section: To be completed once per year – due 10 May 2012

Please provide (in brief) the following information:

1. *An explanation of the variance (if any) between volumes contracted and volumes delivered.*
2. *The highlights/achievements over reporting period.*
3. *A description of the issues, trends, gaps and challenges for this service.*

Please also provide information on how you know your service is making a difference for clients. If you do not currently collect information on this, please tell us how you plan to collect this information in the future.

Guidance: The below are Results Based Accountability (RBA) performance measures for assessing the effectiveness and efficiency of services. These can help you identify the type of information you would need to include to report on this.

Service Quality and Efficiency - Tell us how well you deliver the service

4. *An explanation of how you assess the quality and efficiency of the service.*

This can include things such as timeliness of service, service accessibility and reach, qualifications of staff delivering the service, staffing ratios, and/or the professional or organisational practice standards that staff work under.

Service Effectiveness - Did your service make a difference? Was anyone better off?

5. *The service/programme objectives*

Information on what results you achieved for clients through the delivery of the service/programme.

6. *The evidence that you have that indicates the success or otherwise of the service/programme meeting its objectives.*

This can include information from client evaluations, provider assessments and service evaluations.

7. *A summary of what the evidence shows – i.e. whether anyone was better off as a result of the service/programme.*

This could include an improvement in client skills/knowledge, attitude, behaviour and life circumstances.

21 December 2010

Te Runanga A Iwi O Te Oranga Ake [TOA]
Po Box 51761
Pakuranga
Manukau 2140

Dear [REDACTED]

Your Grant for the period 1 July 2010 to 30 June 2011

Please find enclosed the Grant for your consideration and signature.

The Grant is for a 1 year term.

Could you please review the enclosed Grant and arrange to have it signed, provided it is satisfactory. In arranging to have the Grant signed, would you please ensure the following:

- It is signed in accordance with the rules of your organisation.
- Both copies are signed and returned in the enclosed self addressed envelope.
- If previously not supplied, please forward a blank bank deposit slip as evidence of the bank account to which the funds are to be direct credited.
- Please provide me with the appropriate invoice when returning the Grant so we can pay instalment one.

Further points to note:

- The Grant does not come into force until signed by both parties.
- A copy of the Grant will be returned to you once signed on behalf of the Crown.

If you do not wish to enter into the enclosed Grant please let me know as soon as possible.

Should you have any queries regarding any of the above, including any information about the Grant, please contact me to discuss.

Yours sincerely

[REDACTED]
Regional Advisor Funding

[REDACTED]
[REDACTED]

Sample GST Invoice as per IRD Guidelines



XYZ Service Provider
(Letter head with address and contact details)

GST Number : xx
Invoice Date : xx
Invoice Number : xxx

TAX INVOICE OR INVOICE

To : Contract Manager
Family and Community Services
Ministry of Social Development
[Insert address as in Agreement]

Provider No : xxxx

Agreement No : xxxxx

Number of clients/ Units	Description of services & period covered.	Amount
Xxx	SAGES – Older people as mentors 1 July xxxx to 30 June xxxx	\$0.00
Xxx	Budget services 1 July xxxx to 30 June xxxx	\$0.00

Total (excluding GST) [Note -this figure appears in your contract] \$0.00

GST \$0.00

[Note - you will need to work out the GST figure based on your GST rate]

Total (Including GST) \$0.00

Requirements of a Tax Invoice

- The invoice shows the Agreement number (Ministry requirement).
- The words 'Tax Invoice' appear in a prominent place.
- The document shows the provider name and GST number.
- The invoice is dated.
- The invoice gives the description and quantity (if relevant) of the goods/services supplied.
- The document has the Ministry's name and address on it.
- The Net, GST and Gross amounts are itemised.
- If your organisation is not registered for GST – please prepare the invoice without the GST component. It is also not a Tax invoice so should be headed 'Invoice'.

LETTER OF GRANT

The Ministry of Social Development ("Ministry") would like to grant Te Runanga A Iwi O Te Oranga Ake [TOA] a total of \$10,000.20 excluding GST ("grant") for the period from 1 July 2010 to 30 June 2011 ("term") under the terms and conditions contained in this grant.

Purpose of this grant:

This grant has been made to Te Runanga A Iwi O Te Oranga Ake [TOA] to support the following services ("services"):

To deliver holiday programmes that will incorporate activities to keep participants engaged and will be beneficial to their growth and development.

Payment of this grant:

The Ministry will pay the grant to Te Runanga A Iwi O Te Oranga Ake [TOA] as follows:

Date	Payment (excluding GST)	The Ministry will pay you:
23 December 2010	10,000.20	Following the signing of this Agreement by both parties
	\$10,000.20	Total funding payable under this Grant

Reporting for this grant:

Reports are due on the following dates:

Report	Date Report Due	Period Covered by the Report
1	10 July 2011	1 July 2010 to 30 June 2011

Other terms and conditions of this grant:

The Ministry will pay the grant to Te Runanga A Iwi O Te Oranga Ake [TOA] under the following conditions:

- 1 Te Runanga A Iwi O Te Oranga Ake [TOA] must continue to deliver the service for the term of this grant.
- 2 Te Runanga A Iwi O Te Oranga Ake [TOA] must only use the grant for the services.
- 3 Te Runanga A Iwi O Te Oranga Ake [TOA] shall inform the Ministry of any funding Te Runanga A Iwi O Te Oranga Ake [TOA] receive from any other source for the services.
- 4 Te Runanga A Iwi O Te Oranga Ake [TOA] agree to acknowledge the assistance of the Ministry in any publicity about the services.
- 5 Te Runanga A Iwi O Te Oranga Ake [TOA] shall comply with all relevant provisions of the Privacy Act 1993 in relation to personal information collected during the services, project or activities agreed, especially provisions relating to collection, use and storage.
- 6 Te Runanga A Iwi O Te Oranga Ake [TOA] agree to assist the Ministry to monitor and evaluate the progress of the services including allowing the Ministry to have

reasonable access to all records and financial accounts relating to the services in order to undertake any evaluation.

- 7 Te Runanga A Iwi O Te Oranga Ake [TOA] agree to provide reports to the Ministry of Social Development on the services on the reporting dates specified in this grant services using the template attached as Appendix One.
- 8 The Ministry shall make all payments, subject to parliamentary appropriation, to Te Runanga A Iwi O Te Oranga Ake [TOA] within 15 working days of the Ministry receiving all required documentation, and satisfactory delivery of the services, and compliance with the terms and conditions of this grant.
- 9 In the event Te Runanga A Iwi O Te Oranga Ake [TOA] are wound up or decide or agree to cease the services, Te Runanga A Iwi O Te Oranga Ake [TOA] will return any unexpended grant money to the Ministry as soon as possible.
- 10 This grant is a one-off contribution to the services for the term. The Ministry cannot guarantee that there will be any money available to further fund the services after the term and Te Runanga A Iwi O Te Oranga Ake [TOA] should not expect or rely on continuing funding.
- 11 Te Runanga A Iwi O Te Oranga Ake [TOA] shall maintain its Approval under section 403 of the CYPF Act 1989 for the term of this grant. If Te Runanga A Iwi O Te Oranga Ake [TOA]'s Approval is suspended this grant will be suspended without further notice.
- 12 This grant may be varied or superseded by a subsequent grant. Both parties shall negotiate in good faith when entering into a further agreement.
- 13 The Ministry reserves the right to terminate this grant if Te Runanga A Iwi O Te Oranga Ake [TOA] do not comply with these terms and conditions.

Ministry

Signed by [REDACTED] Deputy Chief Executive

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

Signed _____ Date _____

Provider

Signed by

Signed _____ Date _____

Signed _____ Date _____

I have authority to sign for Te Runanga A Iwi O Te Oranga Ake [TOA]

PROVIDER RETURN REPORT

Appendix One – Report

Te Runanga A Iwi O Te Oranga Ake [TOA]

Report Form for Period 1 July 2010 to 30 June 2011

Report Due Dates
10 July 2011

Signed by: _____
 Date: _____
 Name: _____
 Position: _____

N.B. Clients are to be recorded at point of entry into the service post 1 July

Description of Service	Service Unit of Measure	Quantity of Service	1 July 2010 to 30 June 2011
To deliver holiday programmes that will incorporate activities to keep participants engaged and will be beneficial to their growth and development.	Total number of clients who have benefited from the holiday programme.	60	

Narrative section:
Please provide (in brief) the following information:
1. An explanation of the variance (if any) between volumes contracted and volumes delivered.
2. The highlights/achievements over reporting period.
3. A description of the issues, trends, gaps and challenges for this service.
Please also provide information on how you know your service is making a difference for clients. If you do not currently collect information on this, please tell us how you plan to collect this information in the future. Guidance: Below are Results Based Accountability (RBA) performance measures for assessing the effectiveness and efficiency of services. These can help you identify the type of information you would need to include to report on this.
Service Quality and Efficiency
4. An explanation of how you assess the quality and efficiency of the service. <i>This can include things such as timeliness of service, service accessibility and reach, qualifications of staff delivering the service, staffing ratios, and/or the professional or organisational practice standards that staff work under.</i>
Service Effectiveness
5. The service/programme objectives <i>Information on what results you expect to achieve for clients through the delivery of the service/programme.</i>
6. The evidence that you have that indicates the success or otherwise of the service/programme meeting its objectives. <i>This can include information from client evaluations, provider assessments and service evaluations.</i>
7. A summary of what the evidence shows – i.e. whether anyone was better off as a result of the service/programme. <i>This could include an improvement in client skills/knowledge, attitude, behaviour and life circumstances.</i>