‘CARE PARTNER’ AND ‘ORANGA TAMARIKI PROPERTY’ OPERATING AGREEMENT

HOW TO COMPLETE THIS FORM

**Responsible Parties:**

The Property and Facilities Manager is responsible for completing the Operating Agreement. This form should be completed with the assistance from the Māori Partnerships and Communities Advisor, the Care Partner and Site Representative as applicable.

The following documents must be attached to this form:

* Redacted Copy of the Lease
* Copy of the Maintenance Poster

**Purpose of the Form:**

The purpose of this form is to document the agreement between Oranga Tamariki and the Care Partner. This document details the agreement for operating costs, maintenance and repair, making good when leaving the home and reporting and inspection.

**Next Steps Once this Form is Complete**
Once the lease has been executed, this agreement is signed by a representative from the Care Partner and The Change Engagement and Homes Manager, ideally before the Care Partner moves into the home. Once signed, The Change Engagement and Homes Manager will send the signed agreement to the Māori Partnerships and Communities Advisor as this forms part of the contract and outcome agreement with the Care Partner. The Māori Partnerships and Communities Advisor will share the signed agreement with the Property Facilities Manager and the Facilities Management Team.

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The purpose of this form is to document the agreement between Oranga Tamariki and the Care Partner. This document details the agreement for operating costs, maintenance and repair, making good when leaving the home and reporting and inspection.

|  |  |
| --- | --- |
| **Property Address:** |  |
| **Care Partner Details:**  | Name: Role: Contact number/email:  |
| **Oranga Tamariki Details:**  | Name: Role: Contact number/email:  |

**Section 1: Operating Costs**

| **Expense** | **A****Paid by Oranga Tamariki (included in Rent)** | **B****Paid by Oranga Tamariki (not included in Rent)** | **C****Paid by [Landlord] (not recoverable)** | **E****Paid by [Care Partner] (included in contract)** | **D****Not applicable** |
| --- | --- | --- | --- | --- | --- |
| Council/general rates |  |  |  |  |  |
| Water rates |  |  |  |  |  |
| Electricity charges |  |  |  |  |  |
| Gas charges |  |  |  |  |  |
| Internet/broadband charges |  |  |  |  |  |
| Telephone |  |  |  |  |  |
| Rubbish/recycling charges |  |  |  |  |  |
| NZ Fire Service charges |  |  |  |  |  |
| Contents Insurance premiums |  |  |  |  |  |
| Building Insurance premiums |  |  |  |  |  |
| Insurance valuation fees |  |  |  |  |  |
| Body corporate levies |  |  |  |  |  |
| Management expenses |  |  |  |  |  |
| Service contract costs (for maintenance of mechanical plant e.g. lifts and air-conditioning) |  |  |  |  |  |
| Obtaining a Building warrant of fitness and any other Building Act reports |  |  |  |  |  |
| Security monitoring costs |  |  |  |  |  |

**Section 2: Maintenance and Repair During the Term [Insert Care Partner] are in the Home**

The poster below (see PDF) details the contact number to call to alert the property team of any maintenance, repairs or additions required at the home.



Please note; Health and Safety issues should also be reported to the appropriate Oranga Tamariki Property Facilities Manager:

[Property Facilities Manager] – telephone [Insert Telephone Number] [Insert Email Address]

| **Maintenance & repairs** | **Carried out by** | **Cost paid by** | **Not applicable** |
| --- | --- | --- | --- |
|  | **[Landlord]**  | **Oranga Tamariki** | **[Care Partner]** | **[Landlord]**  | **Oranga Tamariki** | **[Care Partner]** |  |
|  |  |  |  | **In Rent** | **Not in Rent** | **In Contract** | **Not in Contract** |  |
| Fair wear and tear resulting from the Care Partner’s reasonable use and enjoyment of the Premises |  |  |  |  |  |  |  |  |  |
| Clean interior of Premises |  |  |  |  |  |  |  |  |  |
| Decorate interior of Premises which have previously been decorated as at the Commencement Date when reasonably required and to a specification approved by Landlord |  |  |  |  |  |  |  |  |  |
| Provision toilets and any shared facilities |  |  |  |  |  |  |  |  |  |
| Repair broken windows and replace glass (with equivalent glass) |  |  |  |  |  |  |  |  |  |
| Replace interior light bulbs |  |  |  |  |  |  |  |  |  |
| Maintain and repair interior light fittings, power points  |  |  |  |  |  |  |  |  |  |
| Repair and maintain and/or replace Care Partner chattels[[1]](#footnote-1) |  |  |  |  |  |  |  |  |  |
| Repair damage to Care Partner Chattels caused by Landlord |  |  |  |  |  |  |  |  |  |
| Repair and maintain Landlord Chattels to the same standard as at the Commencement Date |  |  |  |  |  |  |  |  |  |
| Repair damage to Landlord Chattels caused by the Care Partner or the Residents |  |  |  |  |  |  |  |  |  |
| Replace carpet and floor covering when reasonably required with carpet and floor coverings of a similar standard, quality and appearance |  |  |  |  |  |  |  |  |  |
| Repair damage to carpet and floor coverings caused by the Care Partner or Residents |  |  |  |  |  |  |  |  |  |
| Maintenance and repair of building services (where these are not covered by a third party maintenance contract) |  |  |  |  |  |  |  |  |  |
| Structural maintenance and repairs (including roof repairs) |  |  |  |  |  |  |  |  |  |
| Clean exterior of Premises, Building and Improvements (including clearing guttering) |  |  |  |  |  |  |  |  |  |
| Repaint or stain exterior of the Premises and Improvements if previously painted or stained, when reasonably required |  |  |  |  |  |  |  |  |  |
| Replace exterior lightbulbs  |  |  |  |  |  |  |  |  |  |
| Repair damaged external light fittings caused by the Care Partner or Residents |  |  |  |  |  |  |  |  |  |
| Annual Clean inside and outside |  |  |  |  |  |  |  |  |  |
| Clean outdoor areas with hard surfaces (e.g. yards, paths, patios, carparks and Improvements) |  |  |  |  |  |  |  |  |  |
| Clean and keep tidy any areas where rubbish and recycling bins are stored  |  |  |  |  |  |  |  |  |  |
| Removal of rubbish from the Premises, gardens and land generally |  |  |  |  |  |  |  |  |  |
| Clean fences |  |  |  |  |  |  |  |  |  |
| Maintain and repair fences |  |  |  |  |  |  |  |  |  |
| Maintain outdoor areas and amenities including yards, lawns, gardens, trees and other planted areas on the Land |  |  |  |  |  |  |  |  |  |
| Repair damage to the outdoor areas and amenities including yards, lawns, gardens, trees and other planted areas on the Land caused by the Care Partner or the Residents |  |  |  |  |  |  |  |  |  |
| Repair damage caused by earthquake, extreme weather event or other “act of God” |  |  |  |  |  |  |  |  |  |
| Repair (or replace) elements of the Building and Improvements damaged by the Care Partner or the Residents (e.g. water damage, holes in walls). |  |  |  |  |  |  |  |  |  |

 **Section 3: Make Good When [Insert Care Partner] Leaves the Home**

| **Item** | **Oranga Tamariki Responsibility** | **Oranga Tamariki Cost** | **[Care Partner] Cost** | **Not applicable**  |
| --- | --- | --- | --- | --- |
|  | **Yes** | **No** | **Yes** | **No** | **Yes** | **No** |  |
| Leave the Premises (including any outdoor areas) in a clean and tidy condition with all rubbish removed |  |  |  |  |  |  |  |
| Remove all the Care Partner’s additions, alterations and improvements from the Premises and outdoor areas, inclusive of bespoke items as necessary |  |  |  |  |  |  |  |
| Remove all Care Partner Chattels and other items owned by the Care Partner or the Residents from the Premises (and outdoor areas) |  |  |  |  |  |  |  |
| Repair damage to the Premises, Building or Improvements caused by the Care Partner or Residents  |  |  |  |  |  |  |  |
| Repair damage to the outdoor areas and amenities including yards, lawns, gardens, trees and other planted areas on the Land caused by the Care Partner or the Residents |  |  |  |  |  |  |  |
| Remove all rubbish generated by the Care Partner or the Residents from the Land |  |  |  |  |  |  |  |
| Redecorate the interior of the Premises that have previously been decorated as at the Commencement Date to a specification approved by Landlord |  |  |  |  |  |  |  |
| Replace floor coverings and carpet with new product of an equivalent standard to the floor coverings and carpet which were in the Premises on the Commencement Date in the First Schedule |  |  |  |  |  |  |  |
| Clean the interior of the Premises |  |  |  |  |  |  |  |
| Clean the exterior of the Premises |  |  |  |  |  |  |  |
| Carry out maintenance and a general tidy up of the outdoor areas and amenities including yards, lawns, gardens, trees and other planted areas on the Land so they are left in a tidy and presentable state |  |  |  |  |  |  |  |
| Replace all Landlord Chattels damaged, lost or destroyed by the Care Partner or the Residents, with items of equivalent quality |  |  |  |  |  |  |  |
| Have all the services to the Premises (e.g. water, gas, electricity and telecommunications) lawfully disconnected. |  |  |  |  |  |  |  |

**Section 4: Reporting and Inspection**

Within the lease Oranga Tamariki have several obligations toward the home, with many of these being articulated in clauses [Insert Clauses] (see inserted redacted Lease).

[Insert redacted lease here]

**Section 5: Additional Information [DELETE THIS SECTION FOR NON-KO LEASES]**

* Care Partners will ensure that vehicles on site:
* are for those associated with the service provided in the home
* are parked on the paved space directly outside the home
* and that kaimahi and visitors to the home find alternative parking if there is no space available on the paved space directly outside the home.
* This home will have no room/one room [delete as appropriate] available to be used as office space. Care Partners will ensure that the home remains focussed on providing a warm, and welcoming home environment, including minimising the use of office type equipment not specifically required for the service.
* The Property and Facilities Manager and the Care Partner will complete Appendix A (see page 8) with input from the Māori Partnerships and Communities Advisor team to detail furniture/equipment that is owned by the Care Partner and/or Oranga Tamariki and who is responsible for providing, maintaining, and removing.  At the end of the contract, the furniture indicated in Appendix A as owned by Oranga Tamariki will remain in the home.
* Under the lease agreement, [Insert Landlord Name] can ask the Care Partner to make its health and safety management plan and fire evacuation plan available to [Insert Landlord Name ] on request at any time.
* Oranga Tamariki has to provide [Insert Landlord Name] with details of maintenance undertaken by the Care Partner during the past year on each anniversary of the commencement date and provide a report to [Insert Landlord Name] every six months evidencing the number of occupants residing at the premises and the condition of the premises
* The Care Partner shall permit [Insert Landlord Name] and its contractors at all reasonable times and on reasonable written notice (except in the case of emergencies) to enter the Premises to carry out any repair, maintenance or other works that [Insert Landlord Name] is responsible for under the lease.

**Section 5: Additional Information [DELETE THIS SECTION FOR KO LEASES]**

* Care Partners will ensure that vehicles on site:
* are for those associated with the service provided in the home
* are parked on the paved space directly outside the home
* and that kaimahi and visitors to the home find alternative parking if there is no space available on the paved space directly outside the home.
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[Insert Care Partner] have agreed to provide [Insert Property Facilities Manager Name] (Insert Property Facilities Manager Email Address) at Oranga Tamariki with the below detailed as specified:

* Details of maintenance undertaken by the Care Partner during the past year on each anniversary of the commencement date which is [Insert Commencement Date]
* Provide a report to [Insert Landlord Name] every six months evidencing the number of occupants residing at the premises and the condition of the premises

Signed: Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Insert Care Partner Rep Name] Andrew Beattie

[Care Partner Representative], [Care Partner Name] Change Engagement and Homes Manager, Infrastructure, Oranga Tamariki

Date: [Insert Date] Date: [Insert Date]

**Appendix A – In home furniture and equipment**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item**  | **Description**  | **Owned by**  | **Owned by Care Partner** | **Purchased by**  | **Maintenance costs**  | **Removal costs**  |
| Demo Chair  | Demo  Blue armchair | DemoOranga Tamariki  | Demo | DemoCare Partner (set-up grant)  | DemoOranga Tamariki  | DemoOranga Tamariki  |
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1. For the purposes of this agreement a dishwasher, washing machine, tumble dryer and a television which is attached to the wall is considered a chattel. [↑](#footnote-ref-1)