

Agreement

between

[Appropriate DHB]

DHB Address

Contact: «CONTRACTDEPUTY_NAME»

and

«PROVIDER_NAME»

«CONTRACT_DESCRIPTION»

«PROVIDER_ADDRESS»

«PROVIDER_ADDRESS2»

«PROVIDER_CITY»

Ph: «PROVIDER_PHONE»

Fax: «PROVIDER_FAX»

Contact: «PRVDRCONTACT_NAME»

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A: SUMMARY

A1 Agreement to Purchase and Provide Services

- A1.1 We agree to purchase and you agree to provide services on the terms and conditions set out in the Agreement.
- A1.2 The Agreement means all documents included in Part 1 (this document, to be referred to as the Head Agreement), together with Parts 2 and 3 (the documents listed in the Agreement Summary below).
- A1.3 The Agreement sets out the entire agreement and understanding between us and supersedes all prior oral or written agreements or arrangements relating to its subject matter.

A2 Duration of the Agreement, and Components of the Agreement

- A2.1 Part 2 (the General Terms) will apply for the period specified in the Agreement Summary below, or until terminated in accordance with the Agreement, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.2 Each Service Schedule will apply for the period specified in Part 3, and shown in the Agreement Summary below, subject to any rights to review, extend, vary or terminate any of these documents in accordance with the terms of this Agreement.
- A2.3 The Agreement will automatically terminate upon the expiry of all Service Schedules in Part 3. Notwithstanding any end date given in Part 2 (the General Terms) the terms and conditions of Part 2, including the right to terminate the Agreement of any part of the Agreement, Part 2 (the General Terms) will be deemed to continue as long as there is one or more active Service Schedule in Part 3.

A3 Relative Priorities of the Component Parts of the Agreement

- A3.1 In the event of any conflict between the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) and any other part of the Agreement, the terms of the Provider Specific Terms and Conditions within Part 3 (Service Schedules) will have priority.
- A3.2 In the event of any conflict between the terms of Part 2 (the General Terms) and Part 3 (the Service Schedules), the terms of the Service Schedules will have priority.

<p>A3.3 In the event of any conflict between the terms of Section B (the Standard Conditions of Contract) and Section E (the Provider Type Terms and Conditions), the terms of Section E (the Provider Type Terms and Conditions) will have priority.</p>

A4 Enforceability of the Agreement, and its Component Parts

- A4.1 If any provision in any of the documents listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect the remainder of the relevant document or the Agreement, which will remain in force.
- A4.2 If an entire document listed in the Agreement Summary below is lawfully held to be illegal, unenforceable or invalid, the determination will not affect any other documents listed in the summary or the Agreement, which will remain in force.
- A4.3 If any provision in any of the documents or an entire document listed in the Agreement Summary below is held to be illegal, unenforceable or invalid, then we agree to take such steps or make such modifications to the provision or document as are necessary to ensure that it is made legal, enforceable or valid. This is in addition to and not in substitution of our rights to give notice of the terms and conditions on which we will make payments to you pursuant to section 51 of the Health and Disability Services Act 1993 or otherwise.
- A4.4 The above provisions with respect to illegality, unenforceability or invalidity are not to affect any rights validly to terminate any of the documents in the above schedule or the Agreement as a whole in accordance with the terms of the Agreement or otherwise.

A5 Agreement Summary

- A5.1 This section lists all documents included in The Agreement. The Agreement comes into effect from the commencement date identified in Part 1 below. This summary will be updated, by a contract variation, whenever there is a change to this list.

A6 Part 1 – The Head Agreement

Document	Commencement Date
This document	«CONTRACT_STARTDATE»

A7 Part 2 – The General Terms

Document	Document Version No.	Commencement Date	End Date, if specified
Conditions of Contract		«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
Provider Quality Specifications		«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
Standard Information Specifications		«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»
Provider Type Terms and Conditions		«CONTRACT_STARTDATE»	«CONTRACT_ENDDATE»

A8 Part 3 - The Service Schedules

Service Schedule(s)	Reference/Version No.	Commencement Date	End date

A9 Signatures

Please confirm your acceptance of the Agreement by signing where indicated below.

For [Appropriate DHB]:

For «PROVIDER_NAME»:

(signature)

(signature)

Name:

Name:

Position:

Position:

Date:

Date: