

Visitors Staying in Diplomatic Residential Accommodation

The Ministry acknowledges that, from time to time, staff may have visitors who wish to stay with them in their Diplomatic Residential accommodation. It is anticipated that usually this will be for short stays (i.e. typically up to 4 weeks) but that on occasion, a longer term stay may be approved due to the personal circumstances of the staff member and/or their family. Examples include the staff member having an elderly parent stay for a period or an unaccompanied staff member having a companion visiting.

The following sets out the basis upon which visitors may stay at Diplomatic Residential accommodation, hosted by staff whilst they are on a posting. Any matters or questions, not covered below, should be raised with the post to obtain clarity.

Responsibilities of the staff member

Family, (who are other than an already recognised partner or dependent children) and friends may stay at the staff member's Diplomatic Residential accommodation provided that the staff member or accompanying family members are also present in the accommodation, and the staff member:

Advises the visitor:

- of the need to familiarise themselves of any health, safety or security requirements on the premises and compound or apartment building (if applicable) as necessary
- that the accommodation is not to be used as a place to work out of
- to check visa requirements
- they will not have diplomatic immunity
- the Ministry does not provide insurance cover for visitors including health, travel or personal insurance cover
- that they must cover the costs of damage caused by them or otherwise the legal liability sits with the staff member. The Ministry's insurance policy excess is NZ\$5,000.

Respects the need to:

- advise colleagues of a visitor staying, if living on a compound or apartment building in close proximity, and provide any introductions as appropriate
- enable landlords and post staff to access the premises to conduct routine checks and carry out maintenance at agreed times
- be aware that the Ministry will not increase the floor area limit (as determined by the Staff Housing Standards) and number of bedrooms provided to the staff member based on any visitors staying with them
- contribute toward any significant additional costs to the Ministry as a consequence of visitor stays, noting the impact in particular on utilities. As a guide in the New Zealand context, an additional estimated cost of 10% per month for utilities

would trigger the 'significant' threshold and any costs above this to be met would be at the discretion of the HOM/HOP. This is not expected to be an exact calculation; rather a common sense approach should apply to estimating these costs and the level at which a contribution would be warranted.

Obtains prior approval from the HOM/HOP where:

- the stay is anticipated to be longer than 4 weeks and understands that the HOM/HOP, and on occasion on the advice of the Chief Security Officer (CSO), reserve the right to decline or shorten a visitor stay
- the staff member or accompanying family members are not going to be present in the accommodation at any time during the visitor stay

Note: As per the Tenants Responsibility Form signed by staff for leased or owned property, staff may not rent out or sublet their accommodation

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Official Information Act

TENANT'S RESPONSIBILITIES - LEASED RESIDENTIAL ACCOMMODATION

The Ministry of Foreign Affairs and Trade has provided me with leased residential accommodation at

(Apartment/house number, street name)

(suburb/city, postal code)

I,

(your full name and job title)

Undertake, that:

1. I have read the terms of the lease including, where relevant, the associated condition report and inventory of Lessor-supplied contents which I have countersigned. During my occupancy I will not by any act or omission place the Post or the Ministry in breach of the lease.
2. I will agree to and countersign the condition report prepared by the Head of Mission/Post or her/his delegate. This report describes the condition of the premises, grounds adjacent thereto and Lessor-supplied contents, and sets out an inventory of the Ministry-supplied contents, together with their condition.
3. I will not allow any other person to occupy the whole of the premises, nor will I sublet the whole or any part of the premises.
4. During my occupancy, I will keep the premises, the grounds, and the contents, whether supplied by the Lessor or the Ministry, in good order and condition.
5. During my occupancy, I will not make or permit to be made any alterations to the premises, the grounds, or the current scheme of decoration without the prior consent of the Head of Mission/Post or her/his delegate. If such consent is given, I will restore the premises, grounds or scheme of decoration to their original condition if required and before vacating.
6. I will, notify the Head of Mission/Post or her/his delegate in writing (or in the case of a Head of Mission/Post as tenant, then to notify the "one-up" manager), of any damage to the premises, the grounds, or of damage to or loss of any of the contents, whether provided by the Lessor or the Ministry, regardless of the cause.
7. If it is decided that any damage to the premises or the grounds, or loss of or damage to the contents, was due to negligence by me or by a member of my household, or caused by a household pet, I will either repair any such damage or restore any such loss at my own expense, or repay to the Post, or to the Lessor, as appropriate, the cost of the repair or restoration.
8. I will, on receipt of reasonable notice, permit the Head of Mission/Post or her/his delegate, the Lessor and/or any workmen engaged by the Post together with their equipment, to enter the premises at all reasonable times to view the condition of the premises, the grounds, and the contents of the premises, and to carry out any necessary repairs.
9. I will promptly vacate the property at the end of my posting or, for other valid reason and on receipt of reasonable notice in the particular circumstances, at the direction of the Head of Mission/Post (or in the case of a Head of Mission/Post as tenant, then to notify the "one-up" manager).
10. On vacating the property I will:
 - 10.1 Yield up the premises and grounds in good order and condition, fair wear and tear excepted, subject to:
 - 10.1.1 Their condition at the start of my occupancy as stated in the reports referred to in clauses 1 and 2;
 - 10.1.2 Any subsequent alterations, or repair or restoration work; and
 - 10.2 Yield up both the Lessor-supplied and the Ministry-supplied contents listed and described in the relevant inventories and reports, together with any items provided after my initial occupancy of the premises, including drapes, curtains, carpets and coverings in good clean order and condition, fair wear and tear excepted, subject to:
 - 10.2.1 Their condition at the start of my occupancy as stated in the reports, or their condition at the time of their supply, as relevant;

10.2.2 Any subsequent repair or restoration work carried out;

10.2.3 Any decision not to replace or repair any lost or damaged item.

11. I will, in accordance with the provisions of this Undertaking, continue to be responsible for the settlement of any matters arising from my occupancy of the property which are outstanding at the time I vacate it.

Your signature:

Date:

Witness signature:

Date:

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TENANT'S RESPONSIBILITIES - OWNER RESIDENTIAL ACCOMMODATION

The Ministry of Foreign Affairs and Trade has provided me with owned residential accommodation at

(Apartment/house number, street name)

(suburb/city, postal code)

I,

(your full name and job title)

Undertake, that:

1. I will agree to and countersign the condition report prepared by the Head of Mission/Post or her/his delegate. This report describes the condition of the premises and grounds and sets out an inventory of the Ministry-supplied contents, together with their condition.
2. I will not allow any other person to occupy the whole of the premises, nor will I sublet the whole or any part of the premises.
3. During my occupancy, I will at all times keep the premises, the grounds and the Ministry-supplied contents in good order and condition. No smoking will be permitted in the premises.
4. During my occupancy, I will not make or permit to be made any alterations to the premises, the grounds, or the current scheme of decoration without the prior consent of the Head of Mission/Post or her/his delegate. If such consent is given, I will restore the premises, grounds or scheme of decoration to their original condition if required and before vacating.
5. I will notify the Head of Mission/Post or her/his delegate in writing (or in the case of a Head of Mission/Post as tenant, then to notify the "one-up" manager), of any damage to the premises, the grounds, or of damage to or loss of any of the Ministry-supplied contents, regardless of the cause.
6. If it is decided that any damage to the premises or the grounds, or loss of or damage to the contents, was due to negligence by me or by a member of my household, or caused by a household pet, I will either repair an such damage or restore any such loss at my own expense, or repay to the Post the cost of the repair or restoration.
7. I will, on receipt of reasonable notice, permit the Head of Mission/Post or her/his delegate, and/or any workmen engaged by the Post together with their equipment, to enter the premises at all reasonable times to view the condition of the premises, the grounds, and the contents of the premises, and to carry out any necessary repairs.
8. I will promptly vacate the property at the end of my posting or, for other valid reason and on receipt of reasonable notice in the particular circumstances, at the direction of the Head of Mission/Post (or in the case of a Head of Mission/Post as tenant, at the direction of the "one-up" manager).
9. On vacating the property I will:
 - 9.1 Yield up the premises and grounds in good order and condition, fair wear and tear excepted, subject to:
 - 9.1.1 Their condition at the start of my occupancy as stated in the report referred to in clause 1;
 - 9.1.2 Any subsequent alterations, or repair or restoration work; and
 - 9.2 Yield up the Ministry-supplied contents listed and described in the relevant inventory and report, together with any items provide after my initial occupancy of the premises, including drapes, curtains, carpets and coverings in good clean order and condition, fair wear and tear excepted, subject to:
 - 9.2.1 Their condition at the start of my occupancy as stated in the report, or their condition at the time of their supply, as relevant;
 - 9.2.2 Any subsequent repair or restoration work carried out;
 - 9.2.3 Any decision not to replace or repair any lost or damaged items

10. I will, in accordance with the provisions of this Undertaking, continue to be responsible for the settlement of any matters arising from my occupancy of the property which are outstanding at the time I vacate it.

Your signature:

Date:

Witness signature:

Date:

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