

# Jobseeker Support obligations and privacy form



Work and Income  
Te Hirainga Tangata

A service of the Ministry of Social Development

## Both the applicant and their partner need to read and complete this section.

This part of the application form:

- lists the obligations for clients and partners
- explains what will happen if obligations are not met
- includes a signature page for you and your partner (if you have one) to sign
- explains how we protect the information given to us, and what we can do with it.

## Obligations

## Applies to:

These are what you have to do to receive payments from Work and Income. You have full-time work obligations while you are getting Jobseeker Support. If you are a partner you also have full-time work obligations if you are:

- 18 years or over and have no dependent children, or
- 20 years or over and have no dependent children under 14 years (including any child you get Orphan's Benefit or Unsupported Child's Benefit for).

People in other situations may have part-time work obligations, work preparation obligations, or youth activity obligations, depending on their circumstances. These obligations are explained in the following sections. Please read all the obligations in each section because they could apply to you if your circumstances change.

### 1. Change of circumstances

**I must tell Work and Income or my Contracted Service Provider (where I have one assigned to me) immediately if either my partner or I:**

- have a change in work situation (such as starting part-time, casual or full-time work, whether paid or unpaid)
- become self-employed/start to run a business
- have changes to my/our income or financial circumstances
- intend to travel overseas
- start/finish part-time or full-time study
- have changes to personal details (such as name, address, contact details or bank account number)
- have changes to my/our living situation (such as marriage or separation, starting or ending a civil union, starting or ending a de facto relationship with someone of the same or opposite sex, change in the number of children supported, change in accommodation costs)
- are imprisoned/held in custody on remand
- are admitted to or discharged from hospital
- have been granted an overseas pension
- have any other change that may affect my/our benefit entitlement or rate.

Applicants and partners

### 2. Full-time work obligations

**I understand that while I'm getting this benefit, I have the following full-time work obligations to:**

- be available for and take reasonable steps to get a suitable job
- take any offer of suitable full-time, part-time or temporary work, or work that is seasonal or subsidised
- attend and take part in any suitable job interviews Work and Income ask me to
- take and pass any drug test potential employers or training providers require
- attend and take part in interviews with Work and Income as required
- work with Work and Income to plan how I'll find a suitable job
- take part in any other activities that Work and Income refer me to, such as attend any job training courses, seminars, work experience or work assessments (including rehabilitation, but not medical treatment) that will improve my work readiness or help me get work
- let Work and Income know how I'm meeting my work obligations as often as Work and Income reasonably requires.

Applicants and partners

Full-time means you'll generally be expected to look for work of at least 30 hours a week.

### 3. Work obligations if you have a health condition, disability or injury that stops you working full time

**I understand that while I get this benefit, if I have a health condition, injury or disability that means I can only work part-time, I have the following part-time work obligations to:**

- be available for and take reasonable steps to get a suitable part-time job
- take any offer of suitable part-time or temporary work, or work that is seasonal or subsidised
- attend and take part in any suitable job interviews Work and Income ask me to
- take and pass any drug test potential employers or training providers require
- attend and take part in interviews with Work and Income as required
- work with Work and Income to plan how I'll find a suitable job
- take part in any other activities that Work and Income refer me to, such as attend any job training courses, seminars, work experience or work assessments (including rehabilitation, but not medical treatment) that will improve my work readiness or help me get work
- let Work and Income know how I'm meeting my work obligations as often as Work and Income reasonably requires.

**I understand that while I get this benefit, if I have a health condition, injury or disability that means I am unable to work or can only work less than 15 hours a week, I will not be asked to meet work obligations until my situation changes and in the meantime I will have the following work preparation obligations to:**

- take reasonable steps to prepare and plan for work
- attend and take part in work preparation interviews, where Work and Income ask me to
- attend and take part in work related activities or programmes such as a work assessment, a programme or seminar to increase particular skills or enhance motivation where Work and Income ask me to
- attend and take part in any other activity that Work and Income require me to (including rehabilitation but not medical treatment, voluntary work or activity in the community).

#### Applicants

Part-time means you'll generally be expected to look for work of at least 15 hours a week.

### 4. Part-time work obligations

**I understand that if I am 20 years or older and my youngest child (including any child I get Orphan's or Unsupported Child's Benefit for) is aged between three and 13 years, I'll have the following part-time work obligations to:**

- be available for and take reasonable steps to get a suitable part-time job
- take any offer of suitable part-time or temporary work, or work that is seasonal or subsidised
- attend and take part in any suitable job interviews Work and Income ask me to
- take and pass any drug test potential employers or training providers require
- attend and take part in interviews with Work and Income as required
- work with Work and Income to plan how I'll find a suitable job
- take part in any other activities that Work and Income refer me to, such as attend any job training courses, seminars, work experience or work assessments (including rehabilitation, but not medical treatment) that will improve my work readiness or help me get work
- let Work and Income know how I'm meeting my work obligations as often as Work and Income reasonably requires.

#### Partners

Part-time means you'll generally be expected to look for work of at least 20 hours a week.

### 5. Work preparation obligations

**I understand that if I am 20 years or older and my youngest child (including any child I get Orphan's or Unsupported Child's Benefit for) is under three years of age, I'll have the following work preparation obligations to:**

- take reasonable steps to prepare and plan for work
- attend and take part in work preparation interviews, where Work and Income ask me to
- attend and take part in work related activities or programmes such as a work assessment, a programme or seminar to increase particular skills or enhance motivation where Work and Income ask me to
- attend and take part in any other activity that Work and Income require me to (including rehabilitation but not medical treatment, voluntary work or activity in the community).

#### Partners

## 6. Work ability assessment

Where I've been asked to I'll have an obligation to attend and participate in a work ability assessment.

Applicants and partners

## 7. Working with a Contracted Service Provider

Where I've been asked to work with a Contracted Service Provider I'll have an obligation to co-operate with them and to:

- attend and participate in any interview with them
- report to them on how I'm meeting my obligations
- complete assessments with them.

Applicants and partners

## 8. Obligations for parents and caregivers with dependent children

I understand that while I'm getting this benefit I'll be expected to take reasonable steps to meet social obligations as a parent or a caregiver. These are to ensure my dependent children (including any child I get Orphan's or Unsupported Child's Benefit for) are:

- enrolled with a general practitioner (GP) or a medical practice that is part of a Primary Health Organisation (PHO)
- enrolled in and attending one of the following from the age of three until they start school:
  - an approved early childhood education programme or
  - Te Aho o Te Kura Pounamu – The Correspondence School or
  - another approved parenting and early childhood home education programme
- up to date with core Well Child/Tamariki Ora checks if aged under five
- enrolled in and attending school from the age of five or six (depending on when they start school).

I understand that I may be required to meet with Work and Income to discuss how I'm meeting my obligations as a parent or a caregiver.

Applicants and partners

## 9. Youth activity obligations

I understand that if I am aged 16-17 years without children and I am a partner of a main beneficiary I will have the following activity obligations:

- be enrolled in and attending, or be available for a full-time course of secondary school or tertiary education or approved training or work-based learning leading to:
  - NCEA Level 2 or
  - an equivalent qualification or
  - a higher qualification
- when asked, participate in and complete an approved budgeting programme
- when asked, report to Work and Income or my Youth Service Provider (where I have one assigned to me) on how I am meeting my activity obligations
- when asked, attend and participate in regular budgeting discussions with Work and Income or my Youth Service Provider (where I have one assigned to me)
- when asked, attend and participate in any interview with Work and Income or my Youth Service Provider (where I have one assigned to me)
- when asked, provide within 20 working days, Work and Income or my Youth Service provider (where I have one assigned to me) with details of my accommodation costs and service costs such as electricity and telephone, lawful debts and liabilities
- co-operate with Work and Income or my Youth Service provider to manage the spending of my benefit, and:
  - attend and be involved in regular budgeting discussions with Work and Income or my Youth Service provider
  - at these discussions or when asked, provide details on:
    - > accommodation costs and service costs such as electricity and telephone
    - > lawful debts and liabilities
    - > how I spend any in-hand allowance and money credited to my payment card or any other device.

I also understand when I turn 18 the above obligations may continue to apply depending on my circumstances.

Partners

**I understand that if I am aged 16-19 years, I am a partner of a main beneficiary and have one or more dependent children, I will have the following activity obligations:**

- when asked, participate in and complete an approved budgeting programme
- when asked, participate in an approved parenting education programme
- enrol my children:
  - with a Primary Health Organisation, where local provider capacity allows
  - under the age of five years, with a WellChild/Tamariki Ora provider and keep up to date with their visits
- ensure my children are attending an Early Childhood Education Programme or other suitable childcare, while I am participating in education, training, work-based learning or part-time work
- when asked and in the manner reasonably required, report to Work and Income or my Youth Service Provider (where I have one assigned to me) on how I am meeting my obligations
- when asked, attend and participate in regular budgeting discussions with Work and Income or my Youth Service Provider (where I have one assigned to me)
- when asked, attend and participate in any interview with Work and Income or my Youth Service Provider (where I have one assigned to me)
- when asked, provide within 20 working days, Work and Income or my Youth Service provider (where I have one assigned to me) with details of my accommodation costs and service costs such as electricity and telephone, lawful debts and liabilities
- co-operate with Work and Income or my Youth Service provider to manage the spending of my benefit, and:
  - attend and be involved in regular budgeting discussions with Work and Income or my Youth Service provider
  - at these discussions or when asked, provide details on:
    - > accommodation costs and service costs such as electricity and telephone
    - > lawful debts and liabilities
    - > how I spend any in-hand allowance and money credited to my payment card or any other device.

**I understand that when my youngest dependent child is 12 months of age or over (or is over six months of age and a suitable place becomes available in a Teen Parent Unit) and there are no special circumstances, or I am not the primary caregiver, I will also have the following activity obligations:**

- be enrolled in and satisfactorily undertaking, or be available for a full-time course of secondary school or tertiary education or approved training or work-based learning leading to:
  - NCEA Level 2 or
  - an equivalent qualification or
  - a higher qualification.

**I also understand when I turn 20 the above obligations may continue to apply depending on my circumstances.**

Partners

### 10. Temporary Additional Support

**I understand that if I've made an application for Temporary Additional Support, my partner and I must take all necessary steps to get other assistance towards costs and take reasonable steps to increase my income and reduce costs where possible.**

Applicants and partners

# What happens if you do not meet your obligations

## Not telling us about changes in your circumstances

I understand that if I do not tell Work and Income about changes in my life that might affect my benefit entitlement, or rate, that:

- my benefit may be reviewed and cancelled and
- I may have to pay back the total amount of any overpayment that I have received and
- Work and Income may impose a penalty (up to three times the value of the overpayment) or
- I may be prosecuted and fined and/or imprisoned.

**The consequences described above will also apply if we use your application form to grant you the Emergency Benefit or Emergency Maintenance Allowance.**

## Not meeting obligations that apply to your situation

I understand that I must meet these obligations and that:

- The first and second time I don't meet my obligations, without a good and sufficient reason, my benefit will be reduced by 50% or stopped. I understand that my benefit will increase or restart if I undertake the activity I failed to do.
- The third time I don't meet my obligations, without a good and sufficient reason, my benefit will be reduced by 50% or stopped, for 13 weeks. If my benefit has been reduced or stopped, and I agree to take part in an approved activity for at least six weeks and I'm still entitled to my benefit, it will be increased or restarted.
- When my benefit is reduced or stopped this may affect my entitlement to any incentive payments or supplementary assistance I am receiving.
- If I act in a way that is inconsistent with the purpose for which any incentive payment is paid, the incentive payment may be cancelled.
- If my benefit is stopped and restarted again, I may have to re-earn my incentive payments.

**The consequences described above will also apply if we use your application form to grant you the Emergency Benefit or Emergency Maintenance Allowance, you have dependent children, and you do not meet one of the obligations for parents and caregivers of dependent children.**

## Not meeting obligations that apply to your situation if you are subject to money-management

I understand that I must meet these obligations and that:

- The first and second time I don't meet my obligations, without a good and sufficient reason, my in-hand allowance will be stopped. I understand that my benefit will increase or restart if I undertake the activity I failed to do.
- The third time I don't meet my obligations, without a good and sufficient reason, my benefit will be reduced by 50% or stopped, for 13 weeks. If my benefit has been reduced or stopped, and I agree to take part in an approved activity for at least six weeks and I'm still entitled to my benefit, it will be increased or restarted.
- When my benefit is reduced or stopped this may affect my entitlement to any incentive payments or supplementary assistance I am receiving.
- If I act in a way that is inconsistent with the purpose for which any incentive payment is paid, the incentive payment may be cancelled.
- If my benefit is stopped and restarted again, I may have to re-earn my incentive payments.

## Not meeting your obligation to take any offer of suitable work

I understand that if I fail my work obligation to take any offer of suitable work, including temporary work, or work that is seasonal or subsidised, without a good and sufficient reason, that my benefit will be reduced by 50% or stopped, for 13 weeks. If my benefit has been reduced or stopped, and I agree to take part in an approved activity for at least six weeks and I'm still entitled to my benefit, it will be increased or restarted.

## Not meeting your obligations to take and pass drug tests

I understand that if I fail my work obligation to take and pass a drug test when required by a potential employer or training provider, without a good and sufficient reason, that:

- the first time I do this, I will have to agree to stop using drugs so that I can pass a drug test
- the second time I do this, I will have to agree to take and pass a drug test within 25 working days.

I understand that if I don't take and pass a drug test within 25 working days my benefit will be reduced by 50% or stopped, for 13 weeks. If my benefit has been reduced or stopped, and I agree to take part in an approved activity for at least six weeks and I'm still entitled to my benefit, it will be increased or restarted.

I understand that if I fail a pre-employment drug test with a potential employer I will need to pay for the test from my benefit.

I also understand that if I have to take and pass a drug test within 25 working days I will need to pay for the test.

**I understand that if I have failed other obligations in the last 12 months the consequences of a first or second failed drug test may be more serious than those described above.**

## Not telling us if you plan to travel overseas

I understand that if I intend to travel overseas and don't let Work and Income know before I leave New Zealand, my benefit will be stopped the day after I leave New Zealand.

**The consequence described above will also apply if we use your application form to grant you the Emergency Benefit or Emergency Maintenance Allowance.**

**You have the right to review or dispute any decision to reduce or stop your benefit.**

**If we use your application form to grant the Emergency Benefit or Emergency Maintenance Allowance, and you fail one or more of the obligations assigned to you as a condition of granting your benefit, your benefit may be reduced or stopped.**

# Privacy Statement

The Ministry of Social Development includes Work and Income, MSD Housing Assessment, Senior Services, StudyLink and other service lines. The legislation administered by the Ministry of Social Development allows us to check the information that you give us. This may happen when you apply for assistance and at any time after that. The Privacy Act 1993 requires us to tell you why we collect the information and what we will do with it.

## Why we collect information

The information you give us or your Contracted Service Provider<sup>1</sup> is collected under the authority of the legislation administered by the Ministry of Social Development and will be held by the Ministry of Social Development and/or your Contracted Service Provider.

The information is collected for the purposes of the legislation administered by the Ministry of Social Development including:

- granting benefits and other assistance under the Social Security Act 1964
- granting student loans and student allowances under the Education Act 1989
- delivering superannuation services under the New Zealand Superannuation and Retirement Income Act 2001 and the Veterans' Support Act 2014
- assessing eligibility for public housing and calculating income-related rents under the Housing Restructuring and Tenancy Matters Act 1992
- providing support and services for you and your family in relation to employment, education and housing
- assessing whether you and/or your partner (if you have one) may be entitled to an overseas pension, benefit or allowance.

MSD may also use the information for statistical and research purposes, and for providing advice to Government.

The Ministry of Social Development and your Contracted Service Provider will exchange information about you in order to provide you with your correct financial assistance and other services. Your Contracted Service Provider may collect information from other agencies where that information is relevant to the services that the Contracted Service Provider is providing you.

You are not required to give the Ministry of Social Development or your Contracted Service Provider information, but if you do not give them, or us, all the information we ask for, your application for benefits and other assistance may be declined.

<sup>1</sup> The term Contracted Service Provider has the meaning given by section 125A(1), Social Security Act 1964, and references to Contracted Service Provider in this privacy statement only apply where one has been assigned to you.

## We may use information for public housing

Information you give us when you apply for assistance, and at any time after that, may also be used for public housing purposes<sup>2</sup> under the Housing Restructuring and Tenancy Matters Act 1992, including reviewing your eligibility for public housing or your income-related rent.

<sup>2</sup> Public housing is subsidised housing available to people in the greatest need of housing for the duration of their need. It is provided by Housing New Zealand and approved community housing providers.

## We may contact health providers

The Ministry of Social Development or your Contracted Service Provider may contact health providers to check any health related information you give us.

## We may compare the information you give us with information held by other agencies

The information you give us, or your Contracted Service Provider, may be compared with information held by other agencies such as Inland Revenue, the Ministry of Education, Ministry of Justice, New Zealand Defence Force, Department of Corrections, New Zealand Customs Service, Department of Internal Affairs, Accident Compensation Corporation, Housing New Zealand Corporation, Ministry of Health, Immigration New Zealand, New Zealand Qualifications Authority, Tertiary Education Commission, Student Job Search and education providers. It may also be compared with social security information (for example, pension or benefit information) held by other governments (including Australia, the Netherlands and Malta).

## We may share information with Inland Revenue

Under the Tax Administration Act 1994, if you have dependent children, the information you give us, or your Contracted Service Provider, may be shared with Inland Revenue for the purpose of administering Working for Families Tax Credits. Inland Revenue may also:

- use the information for the purposes of child support, student loans and taxation
- disclose it to the Ministry of Business, Innovation, and Employment, Statistics New Zealand, Ministry of Justice, Accident Compensation Corporation, and Ministry of Education
- disclose your personal information to your partner.

## We may give information to employers, childcare providers, service providers and public housing providers

The Ministry of Social Development or your Contracted Service Provider may:

- give employers (and recruitment agencies, immigration advisors and immigration consultants acting on behalf of employers) information about you to find you employment and contact the employer to discuss the result of any job interview that you are referred to
- share information with childcare centres to administer your entitlement to childcare assistance
- give information about you to the Tertiary Education Commission, Workbridge, training providers, education providers, career services or other agencies that have a formal agreement to provide services on behalf of the Ministry of Social Development
- share information about you with public housing providers (such as Housing New Zealand Corporation) to administer your housing-related assistance.

## We may use your information to give you a better service

Other information you give us or your Contracted Service Provider (for example, on your skills, aspirations, family circumstances) that is not required to assess your entitlement to a benefit may be used by us or your Contracted Service Provider to provide a better service to you.

## You have the right to see your information and ask for it to be corrected

Under the Privacy Act 1993 you have the right to ask to see all information we, or your Contracted Service Provider, hold about you and to ask them, or us, to correct that information.

# Signature page

## Applicant copy

### Applicant

**By signing this form, you agree to meet your obligations.**

- I have had the obligations explained to me, I understand these, and have been given a copy of these obligations
- I have read (or had explained to me) and understood what will happen if I do not meet my obligations
- I understand my responsibility to let Work and Income or my Contracted Service Provider (where I have one assigned to me) know about any changes in my circumstances and what will happen if I do not do this
- I have read (or had explained to me) and understood the Privacy Statement contained in this form
- The information I have provided is true and complete

Applicant's name (print)

Applicant's signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Day	Month	Year

## Applicant's partner's copy

### Applicant's partner

**By signing this form, you agree to meet your obligations.**

- I have had the obligations explained to me, I understand these, and have been given a copy of these obligations
- I have read (or had explained to me) and understood what will happen if I do not meet my obligations
- I understand my responsibility to let Work and Income or my Contracted Service Provider (where I have one assigned to me) know about any changes in my circumstances and what will happen if I do not do this
- I have read (or had explained to me) and understood the Privacy Statement contained in this form
- The information I have provided is true and complete

Applicant's partner's name (print)

Applicant's partner's signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Day	Month	Year

**If we find out later that any information you give us is not true, or that you knew information you should have told us and did not tell us, we may stop paying your benefit. You might need to pay money back, we may impose a penalty, and you could be prosecuted.**

**If someone has completed the application form for you please get them to complete the Helper's statement on page 48 in the application form and page 10 of this form.**

**Please use the "What to Bring" checklist (page 3 in the application form) to help you make sure you bring all the documents you need to your meeting with us.**

**If we find out later that any information you give us is not true, or that you knew information you should have told us and did not tell us, we may stop paying your benefit. You might need to pay money back, we may impose a penalty, and you could be prosecuted.**

**If someone has completed the application form for you please get them to complete the Helper's statement on page 48 in the application form and page 10 of this form.**

**Please use the "What to Bring" checklist (page 3 in the application form) to help you make sure you bring all the documents you need to your meeting with us.**



# Signature page

## Office copy

### Applicant

**By signing this form, you agree to meet your obligations.**

- I have had the obligations explained to me, I understand these, and have been given a copy of these obligations
- I have read (or had explained to me) and understood what will happen if I do not meet my obligations
- I understand my responsibility to let Work and Income or my Contracted Service Provider (where I have one assigned to me) know about any changes in my circumstances and what will happen if I do not do this
- I have read (or had explained to me) and understood the Privacy Statement contained in this form
- The information I have provided is true and complete

Applicant's name (print)

Applicant's signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Day	Month	Year

### Applicant's partner

**By signing this form, you agree to meet your obligations.**

- I have had the obligations explained to me, I understand these, and have been given a copy of these obligations
- I have read (or had explained to me) and understood what will happen if I do not meet my obligations
- I understand my responsibility to let Work and Income or my Contracted Service Provider (where I have one assigned to me) know about any changes in my circumstances and what will happen if I do not do this
- I have read (or had explained to me) and understood the Privacy Statement contained in this form
- The information I have provided is true and complete

Applicant's partner's name (print)

Applicant's partner's signature

Date

<input type="text"/>	<input type="text"/>	<input type="text"/>
Day	Month	Year

**If we find out later that any information you give us is not true, or that you knew information you should have told us and did not tell us, we may stop paying your benefit. You might need to pay money back, we may impose a penalty, and you could be prosecuted.**

## Helper's statement

Complete this if you have helped the applicant or their partner to complete this application form.

### What is your full name?

First and middle names

Surname or family name

### What are your contact details?

Address

Phone number

### Tick the box for the statement that applies

- I completed this application form at the request of the person applying. They told me they understood what they were signing. The statements and answers I have completed are true and complete as given to me by the person applying.
- I completed this application form at the request of the partner of the person applying. They told me they understood what they were signing. The statements and answers I have completed are true and complete as given to me by the partner of the person applying.

Helper's signature

Date

Day      Month      Year



