

# Terms of Reference

## Sexual Violence Customer Advisory Panel

### ACC Customer Advisory Programme

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Updated 27 March 2023

#### Context

1. The Sexual Violence Advisory Panel, (hereafter, the Panel) is a group of ACC as part of the Customer Advisory Programme. This group will be based in the Strategy, Engagement and Planning, Strategy and Customer Insight business area and owned by the Voice of Customer team.
2. The Panel will be active for up to 24 months, effective from 1 April 2023. The establishing authority (Head of Strategy and Customer Insight) may extend the duration of this panel by amending these Terms of Reference and recording the extension with the Corporate Secretariat.

#### Purpose

3. The purpose of ACC is to improve lives every day through a focus on prevention, care and recovery for all people in Aotearoa, New Zealand who are impacted by injury.
4. The purpose of the Panel is to connect ACC to the voices of Aotearoa New Zealand's survivors of sexual violence, their whānau, advocates, and those who support them on their journey. Working in partnership with ACC, the Panel will provide strategic, experiential, and technical advice to constructively challenge, support and enable ACC to improve access, experiences, and outcomes for survivors of sexual violence and their whānau now, and in the future.

#### Governance

5. These Terms of Reference, ACC's corporate policies, and the *Cabinet Fees Framework for Members Appointed to Bodies in which the Crown has an Interest* ([Cabinet Office Circular CO \(22\) 2](#)) govern the Panel.
6. In accordance with [Cabinet Office Circular CO \(22\) 2](#), the Panel is classified as "Group 4: All Other Committees and Other Bodies".
7. ACC reserves the right, following discussion and reasonable notice to Panel members, to change any aspect of the Panel purpose, approach, membership composition and membership terms as required to align to ACC's organisational priorities.

#### Delegations

8. The Panel does not hold any delegations and has no authority to make decisions or commitments on behalf of ACC, except where agreed by ACC.

## **Guiding Principles, Values, and Expectations**

9. Members and ACC will conduct their dealings with each other, and other parties who contribute to the Panel's work, in good faith and in accordance with the [Public Service's Code of Conduct](#). The Public Service's Code of Conduct should be read and referred to alongside these Terms of Reference.
10. ACC will be guided by the intent of the Health Quality & Safety Commission's '[Code of expectations for health entities' engagement with consumers and whānau](#)' to support our practice with the Panel. ACC is not an entity that is legislatively bound to the code; however, the principles and intent of the code are broadly relevant to ACC and the wider health and social sector.
11. Guided by the kawa of the panel, ACC will engage in a culturally respectful way observing the tikanga of hui, wānanga and the expectations set out in the Terms of Reference while being aligned to Te Tiriti o Waitangi. The kawa of the panel will be affirmed through the facilitation by the Chair and reviewed at regular intervals and confirmed collaboratively with ACC and the members.<sup>1</sup>

## **Roles and Responsibilities**

### **Panel Responsibilities**

12. The Panel will:
  - 12.1. provide strategic advice and guidance on significant strategic and operational deliverables that impact survivors of sexual violence.
  - 12.2. operate as part of a community of Customer Advisory Panels. Members from different Panels may collaborate on matters that require diverse skills and experience. Panel members may be requested to contribute to other Panels on specific issues, if available.

### **Chair Responsibilities**

13. A representative from ACC will chair panel meetings. Where appropriate, members of the panel may be invited to chair panel meetings by ACC, the decision to chair these meetings will be at the discretion of the panel member.
14. The chair will:
  - 14.1. support effective and efficient running of the meetings;
  - 14.2. encourage and model open communication where all members contribute effectively to Panel meetings or other forms of engagement;

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<sup>1</sup> All marae practice the tikanga of Pōwhiri; the way each marae facilitate pōwhiri is determined by their kawa. Tikanga are the protocols based on cultural principles, e.g., the opening and closing of a meeting in a way that creates a space to connect with the purpose of the meeting. Kawa are the cultural practices of implementing tikanga and values, e.g., how the meeting is opened and closed (for instance, by karakia) and by whom.

- 14.3. work with ACC and other officials on meeting agendas, forward meeting plan, minutes and post-meeting communication; and
- 14.4. if required, represent the Panel in agreed meetings, such as with the ACC Executive, the ACC Board, or the Minister for ACC.

### **Member Responsibilities**

#### 15. The members will:

- 15.1. understand and align to ACC's vision and values in the conduct of the group, acknowledge other cultural belief systems, value diversity, and practice self-awareness to enable a safe and respectful panel environment.
- 15.2. understand the experience of survivors of sexual violence and be willing and able to advise and advocate for the aspirations of survivors of sexual violence and their whānau.
- 15.3. provide constructive and substantive advice that helps enhance the experience and identify opportunities to strengthen access, experience, and outcomes for survivors of sexual violence and their whānau.
- 15.4. proactively use their networks and communities to help achieve successful outcomes, to listen to customers, identifying issues in service delivery and validating future service needs, and to convey ACC responses and relevant communications.
- 15.5. prepare for and attend meetings to provide constructive feedback, attend at least half of all scheduled meetings, and work collaboratively and constructively with other members and ACC.

### **ACC Responsibilities**

#### 16. ACC will:

- 16.1. strive to involve the Panel in relevant and meaningful opportunities in a timely and productive manner.
- 16.2. acknowledge the Panel's advice, show where it has been applied and communicate any further actions with the Panel.
- 16.3. provide reasonable notice to members about changes to the group.

#### 17. The Lead Advisor Customer Advisory Programme will:

- 17.1. act as a key liaison point between ACC and Panel members for all business related to the Customer Advisory Programme;
- 17.2. ensure that the Panel has the skills, knowledge and ability to fulfil its purpose and properly carry out its roles and responsibilities;
- 17.3. ensure that the Panel's work, and deliverables, are aligned with ACC's strategy and contribute towards ACC fulfilling its requirements.
- 17.4. provide members with notice of regularly scheduled meetings at least two weeks before the regularly scheduled meetings and notice of cancellation at least one week before regularly scheduled meetings;
- 17.5. provide members with notice of the subject matter and any required preparation at least one week in advance of regularly scheduled meetings;

- 17.6. ensure a minute-taker from ACC is present at all meetings or that meetings are recorded with the permission of panel members to facilitate minutes-writing and sharing where appropriate (e.g., with members or colleagues who are unable to join the meeting).
- 17.7. cancel the meeting one week in advance if a quorum of 50% attendance is unlikely to be met.

### **Conflict Resolution**

18. Members will refer any matters of significant importance, including any conflict that may affect the integrity of the group to the Lead Advisor Customer Advisory Programme for their consideration and escalation if required. If there are matters that cannot be resolved by the Lead Advisor, these will escalate to the Manager, Voice of Customer and the Head of Strategy and Customer Insight for resolution and action. An update will be provided to the Panel and/or the individuals concerned

### **Membership and appointments**

#### **Membership**

19. The Panel will comprise of a maximum of twelve members who collectively have wide knowledge, connections, and experience as a leader in the broader sexual violence sector and community. This leadership may be through their own experience as a survivor of sexual violence, as a family/whānau member of, or advocate for survivors of sexual violence, and/or as an appointed leader and representative of a network, community, or specific organization related to sexual violence.
20. Where possible, the panel membership composition will reflect cultural, age, gender, and geographic diversity, with intentional recruitment of Māori, Pasifika, rainbow and takatāpui<sup>2</sup>, and disabled members.
21. Up to one-quarter of positions on the panel may be reserved for representatives of bodies of specific peoples, communities, professionals, or organisations.

#### **Appointment**

22. Members will be appointed by the establishing authority (the Head of Strategy and Customer Insight) following an Expression of Interest process.
  - 22.1. Where specific expertise and experience is required, members may be identified and invited to join the panel by ACC.
  - 22.2. Where networks representing specific groups of relevant people or professional bodies exist, ACC may invite networks to select a

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<sup>2</sup> We use the term rainbow as an inclusive term to refer to sex, sexuality, and gender diverse people. Likewise, we use the term takatāpui people as an inclusive term to refer to sex, sexuality, and gender diverse Māori people. We aim to be as inclusive as possible with our use of language but acknowledge that the terms we use don't work for everyone. Where directed, we will use the terms that members use to describe themselves.

representative for the panels and dedicated positions for these networks may be held on the Panel. More than one representative may be selected where bodies have a bicultural structure.

23. Members are appointed to the Customer Advisory Programme by a *Letter of Appointment* signed by the Head of Strategy and Customer Insight. The Letter of Appointment affirms the member's role, explains their duties and sets any remuneration they may receive in accordance with the [Cabinet Office Circular CO \(22\) 2](#).
24. Each member will be appointed for a term of up to 12 months; this term may be renewed if ACC and the member agree.
  - 24.1. A six-month review period will be in place for each member at the initiation of their first term. At six-months post-appointment, the member will meet with ACC to discuss their experience, the role/or the supports provided to them.
  - 24.2. Each member will serve no more than 3 terms on the Panel. Dedicated positions for representatives of bodies will be reviewed every 24 months.
  - 24.3. At the conclusion of a member's term, (if ACC and the member agree), the exiting member may be invited to join one or more meetings to celebrate their contributions to the panel, farewell their panel member colleagues, debrief about active projects, and welcome any new members. Attendance at these meetings will be remunerated at the agreed rate as per these Terms of Reference.
25. Any member may resign at any time by advising the Lead Advisor Customer Advisory Programme in writing.
  - 25.1. If a vacancy occurs, ACC will seek input from the Panel and relevant leaders across ACC to identify specific skills, experiences, and knowledge required, prior to making any further appointment.
  - 25.2. Resigning members who are appointed as representatives of an organisation or body may request the membership under their current term is transferred to another person affiliated with that organisation or body. Transferal of membership will be for the original term, at the discretion of ACC, and will be appointed by the Head of Strategy and Customer Insight.
26. Membership may be terminated by ACC for the following reasons:
  - 26.1. Non-attendance at three consecutive meetings without reasonable cause (e.g., sickness, parental leave etc).
  - 26.2. Failure to adhere to these Terms of Reference.

## Meetings

### Frequency of meetings

27. The Customer Advisory Programme (all panels) will meet in person up to once per year for one to two full eight-hour days.

28. The Panel will meet for regularly scheduled online meetings every 4-12 weeks for up to 3 hours at a time.
29. The Panel, or specific Panel members, may meet for optional ad hoc meetings at any time at ACC's request (with sufficient notice) to provide input into relevant projects or initiatives.
  - 29.1. Where appropriate, cross-panel meetings may be arranged with sufficient notice for members to provide input into relevant projects or initiatives.
  - 29.2. Where appropriate, subgroups of panel members may be formed to provide input into relevant projects or initiatives.
  - 29.3. Workshops may take place to work on specific issues relevant to the Panel that occur outside of regularly scheduled meetings. The Panel or Members will be invited to attend these workshops at their discretion or be asked to put forward relevant representatives to attend and contribute to these pieces of work based on their specialised skills in the related specific issue.

### **Preparation for meetings**

30. Preparation in advance of meetings may be required. Preparation materials will be provided at least one-week in advance. Preparation may include, reviewing materials and connecting with relevant communities to gain insights that will support panel meeting discussions.
31. Up to five hours of preparation time is included for scheduled meetings and may be used flexibly by panel members (i.e., some of our panel meetings may require less preparation, while others require more). Preparation time is at the request of ACC for optional and ad hoc meetings.

### **Attendance at meetings**

32. Members must attend at least half of all regularly scheduled Panel meetings. If a member is unable to attend for any reason, they must notify ACC at their earliest convenience.
33. Members who are unable to attend regularly scheduled Panel meetings may provide their advice in advance of the scheduled meeting.
34. Meetings may be attended by relevant invited guests (other parties) from outside of the panel (including members from other panels, ACC and public sector representatives and other relevant stakeholders). These other parties may be asked to withdraw for all or any part of any meeting.

### **Travel arrangements for meetings**

35. For in-person meetings, ACC will arrange and book all travel (such as flights, taxis etc.) and accommodation at public sector rates for members and their necessary support people.

36. For in-person and online meetings, ACC will arrange and pay for services required for panel members' accessibility needs (e.g., New Zealand Sign Language interpreters) required to engage as part of panel meetings.

## **Fees and Remuneration**

37. Reasonable expenses to support members' participation in meetings will be met by ACC (e.g., travel, parking, accommodation, childcare).

38. Members will be remunerated for their participation in panel meetings in accordance with [Cabinet Office Circular CO \(22\) 2](#).

38.1. Members who are staff of a New Zealand public sector organisation including public service departments, state-owned enterprises or Crown entities, are not permitted to claim fees for participation on this Panel unless their participation is outside of their primary role (i.e., they must not be double paid for their public sector job and their participation in this Panel). However, reasonable expenses for all Panel members will be met by ACC (e.g., travel, parking, accommodation, childcare).

38.2. Members who are not from the public sector will receive an 8-hour daily fee (\$576; excluding GST, if any) for participation in scheduled meetings (including any preparation) and the pro-rata hourly rate (\$72 per hour; excluding GST, if any) for participation in optional and ad-hoc meetings. Preparation for optional and ad-hoc meetings must be agreed by ACC before it is undertaken.

38.3. Where remuneration is permitted, it applies to all *agreed* work, including that performed outside of meetings (e.g., preparation, representing the panel at other forums, or administrative work) that is required for the panel to carry out its role.

38.4. All work must be approved by ACC before it is undertaken. Individual members should not be in a position where they could be setting their own work programmes without the endorsement of ACC.

39. Taxation on any fees paid to members is the overall responsibility of the panel member or their affiliated organisation, however, ACC will endeavour to clarify the tax treatment of fees paid to you as part of your appointment and induction to the Panel. Guidance on the taxation of payments to panel members is outlined in Inland Revenue's document: GA 21/01 – [Tax on any fees paid to a member of a board, committee, panel, review group or task force \(ird.govt.nz\)](#). Notable points include that:

39.1. Members who are appointed to the Panel as a representative or agent of an organisation may be required to pay their fees to their organisation.

39.2. Depending on the personal circumstances of the panel member, ACC may be required to deduct withholding tax from payments made to the member

or their organisation. If withholding tax is required to be deducted the panel member will be required to complete an “IR330C – Tax rate notification for contractors” form.

39.3. GST can only be charged on the services you provide if you are GST registered. The GST legislation specifically excludes certain activities from being considered a taxable activity, “including any engagement, occupation or employment as a chairman or member of any local authority or any board, council, committee or other body”<sup>3</sup>. ACC considers that panel members’ services on the Panel falls within an activity that is excluded from being a taxable activity. Therefore, we do not expect you to charge GST unless you are:

39.3.1. Paid a fee or another amount in relation to the engagement and you are required to account for a payment to your employer (a third-party organisation<sup>4</sup>), as the payment will be treated as consideration for a supply of services by your employer<sup>5</sup> or;

39.3.2. You are appointed in your capacity as an industry professional (e.g., counsellor) and your appointment to the Panel is an extension of your taxable activity as a counsellor. In that instance, we would expect that the invoice for the fees as a panel member would be issued by the business/other party and not by you as an individual.

40. Member fees will be reviewed at regular, reasonable intervals, such as after a review of the [Cabinet Office Circular CO \(22\) 2](#) or when an appointment or reappointment is pending, and not more frequently than once a year. There is no obligation for ACC to automatically increase the fee following review.

41. ACC will make payment of fees on receipt of an invoice supplied by the member to the member’s affiliated organisation or individual on agreed terms.

41.1. ACC will pay an invoice by the 20th calendar day of that month if the invoice is dated the preceding month.

## **Conflicts of Interest, Privacy and Confidentiality**

### **Conflicts of Interest**

42. Members must disclose the nature and extent (including monetary value, if quantifiable) of all interests that they have, or are likely to have, in matters relating to ACC, whether these matters relate to the ACC Customer Advisory Panel(s) or not.

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<sup>3</sup> Section 6(3)(c)(iii) of the Goods and Services Tax Act 1985.

<sup>4</sup> ACC will require documentation signed by both you and your employer to evidence this.

<sup>5</sup> Section 6(3)(d) of the Goods and Services Tax Act 1985.



## **Public communications**

43. Members of the Panel will not speak on behalf of the Panel, ACC, any agency or other entity involved with the Panel's work. Any media or enquiry relating to the work of the Panel is to be directed to the Lead Advisor Customer Advisory Programme.
44. Members of the panel will seek agreement from ACC before communicating any aspects of the Panel's work in public fora. This includes, but is not limited to blogging, media engagement, and academic work.
  - 44.1. This restriction will cease to apply to any confidential information, which may (other than because of a breach in confidence) become available to the public generally.

## **Information Storage, Privacy and Confidentiality**

45. All advice or information produced by the Panel and Customer Advisory Programme or provided by other government agencies in relation to the Customer Advisory Programme will be subject to the provisions of the Official Information Act 1982 (including advice provided by government agencies to Ministers and/or Chief Executives), the Privacy Act 2020 and the Health Information Code 2020.
46. Panel members will acknowledge that information they acquire or become aware of because of their appointment is confidential to ACC. Except as required by law, they will not release, communicate, or disclose the information at any time during their appointment or following termination (by whatever means) to any third parties without ACC's prior approval. This approval must be obtained in writing.
47. Information about panel members will be collated to manage the administration of the Customer Advisory Programme and kept securely on ACC's intranet which is subject to appropriate access and audit controls. Only panel administrators will have access to this via a secure login. This information will be retained for a minimum of 10 years in accordance with ACC's information retention and disposal policy and if panel members wish to access or update these details, they will inform a panel administrator who can do this for them. This information includes:
  - 47.1. Member contact, travel, taxation, invoicing, and accessibility needs information.
  - 47.2. Member's personal, professional, and organisational expertise.
  - 47.3. A log tracking all engagements and invoices received from members.
48. Content shared in Panel meetings, especially where personal stories are shared, will be treated with confidentiality and sensitivity by ACC, and members to protect the privacy and wellbeing of the members and other affiliated persons.
  - 48.1. With the permission of panel members, panel meetings may be recorded for the purposes of effective insight gathering, reporting, and where appropriate may be shared with panel members and those within ACC who are unable to join meetings. These recordings will be stored on ACC's secure intranet for up to 36 months.

- 48.2. Any reporting from the Panel meetings will be shared with panel members for review, panel members may request that information provided by them in reporting be changed during this time. After review by panel members, these deidentified insights and reports will be shared with and made available to ACC.
- 48.3. Deidentified insights and reports will be retained for up to 10 years.
49. Names of members, their affiliation, and a brief profile may be made available on our externally facing ACC Customer Advisory Panel website with members' permission.
50. At the end of their appointment, panel members will return all confidential information referred to above to ACC or destroy it at ACC's request. ACC will generally arrange the necessary documentation destruction services for this purpose.

## **Reporting**

51. Minutes will be kept of all regularly scheduled Panel meetings and distributed to members for review and their records.
- 51.1. These minutes will serve as the official record of panel member advice and recommendations to ACC and will be shared with ACC staff, and externally where appropriate. Any externally shared minutes will be deidentified and sensitive information will be redacted.
- 51.2. In the event of disagreement as to the contents of the minutes, the Lead Advisor Customer Advisory Programme will have final approval.
- 51.3. Excluding in minutes, all quotes shared as part of reports and presentations will be attributed to the Sexual Violence Customer Advisory Panel rather than individual members, unless otherwise approved by individual members.