Tiaki Wai Partners Committee Terms of Reference

1. Purpose of the Partners Committee

The Partners Committee is established, as a joint committee under clause 30(1)(b) of Schedule 7 to LGA, to:

(a) provide governance oversight of the Company which provides Water Services in the Service Area; and

(b) provide a forum for the representatives of the Partners to meet, discuss and co-ordinate on relevant issues and, through their representatives, exercise their powers in respect of the Company.

2. Role and specific responsibilities of the Partners Committee

The Partners Committee's responsibilities are:

(a) determining Board appointments and removals, and the term of each Director's appointment. The Partners Committee will seek to ensure that the number of Directors is regularly maintained above the minimum number defined in clause 12.3 of the Constitution;

(b) determining which Director will be Chair of the Board;

(c) adopting and amending the Board Skills Matrix, and (where necessary) reviewing the Board Skills Matrix when appointing Directors and/or to confirm alignment with the Statement of Expectations provided to the Company;

(d) seeking and interviewing candidates for the Board as needed;

(e) approving the remuneration of Directors;

(f) monitoring the performance of the Board;

(g) receiving and considering the Water Services Half-Yearly and Water Services Annual Reports of the Company;

(h) engaging with the Company, on behalf of the Partners, in relation to the Company's preparation of its significance and engagement policy, and approving the proposed policy;

(i) preparing a draft Statement of Expectations for the Company and considering comments from the Company on the same, and adopting the final Statement of Expectations and providing it to the Company;

(j) receiving, considering and providing comments and recommendations to the Company on its draft Water Services Strategy and Water Services Annual Budget;

(k) receiving, considering and providing comments and recommendations to the Company on any amendment to the Water Services Strategy;

(l) receiving and considering such other information from the Company as the Partners Committee may request on behalf of the Partners and/or receive from time to time;

(m) undertaking performance and other monitoring of the Company;

(n) where requested or proposed by the Company, or any Partner, providing coordinated feedback, and recommendations as needed, on any matters, including Water Services assets and infrastructure and water conservation;

(o) determining when Shareholder meetings, or resolutions in lieu of Shareholder meetings, are required, without prejudice to Shareholder and Board rights to call meetings under the Company's Constitution;

(p) providing recommendations to the Partners regarding changes to these terms of reference, the Partners Agreement and the Company's Constitution; and

(q) the performance monitoring of the Company, which will include undertaking the statutory mandated annual review of the Company's performance in giving effect to:

(i) the Statement of Expectations provided by the Partners; and

(ii) the strategic priorities, objectives, and outcomes specified in the Water Services Strategy.

3. Partners' responsibilities

To the extent that each Partner delegates relevant powers to the Partners Committee, the Partners Committee will provide a forum for the Partners to meet and exercise their powers in relation to the Company.

4. Membership

(a) The Partners Committee will comprise seven members, or eight if an Independent Chairperson is in office, with the initial members being as set out in Schedule 1 to the Partners Agreement.

(b) An appointee to the Partners Committee, other than the Independent Chair, may be an elected member of a Shareholder.

5. Chairperson

(a) If an Independent Chairperson has been appointed, they shall hold office as the Chairperson of the Partners Committee until they cease to hold office under clause 6.4(g) of the Partners Agreement. If there is no Independent Chairperson in office, the Chairperson of the Partners Committee will be appointed by resolution of the Partners Committee, and may be removed or replaced in the same manner.

(b) The deputy chairperson of the Partners Committee (who will act as chairperson of the Partners Committee in the absence of the chairperson) will be appointed by resolution of the Partners Committee, and may be removed or replaced in the same manner.

6. Quorum for meetings of the Committee

(a) For a meeting of the Partners Committee to have a quorum, five Partners Committee Representatives, or their appointed Alternates, must be present.

(b) Where the Partners Committee is providing a forum for the Partners to meet and exercise their powers in relation to the Company, the requirements of the Company's Constitution and Partners Agreement will prevail.

7. Partners Committee Representatives and Alternates

(a) Each Partner must appoint or nominate a Partners Committee Representative and an Alternate to that Partners Committee Representative, in accordance with the Partners Agreement.

(b) The Alternate may attend and vote at meetings of the Partners Committee, and undertake all actions in relation to the Partners Committee (including signing any resolution), as if they were the relevant Partners Committee Representative, but only in the event that the Partners Committee Representative is unable or unavailable to do so.

8. Decision-making

(a) The Partners Committee will strive to make all decisions by consensus.

(b) In the event that a consensus on a particular matter before the Partners Committee is not able to be reached, the Partners Committee shall vote on a resolution in respect of the matter.

(c) If the matter is a Partner Reserved Matter, the resolution must be voted on as a Special Partner Resolution, and shall only be passed if the resolution is approved by:

(i) 66.66 per cent or more of the votes cast; and

(ii) Partner Committee Representatives representing a majority of the Partners.

(d) If the matter is not a Partner Reserved Matter, the resolution may be passed by a simple majority of votes.

(e) On any resolution of the Partners Committee, Partner Committee Representatives shall have votes as follows:

(i) the Partner Committee Representative of Wellington City Council shall have 3 votes;

(ii) the Partner Committee Representative of Hutt City Council shall have 2 votes; and

(iii) each other Partners Committee Representative shall have 1 vote.

(f) In the situation where there is an equality of votes cast on a matter, the chairperson does not have a casting vote and therefore the matter subject to the vote is defeated and the status quo is preserved.

(g) Any resolution of the Partners Committee may be passed in writing, signed or assented to by or on behalf of Partners Committee Representatives holding the requisite majority of votes to pass the resolution, as specified above. Any such resolution in writing may consist of 1 or more documents in similar form (including letters, facsimiles, electronic mail, or other similar means of communication) each signed or assented to by or on behalf of 1 or more of the Partners Committee Representatives. Any Partners Committee Representative not signing the resolution shall be provided with a copy of the resolution.

(h) Other than for those matters for which the Partners Committee has effective decision-making capacity through these terms of reference, each Partner retains its full powers to make its own decisions on matters referred to it by the Partners Committee.

9. Remuneration

Each Partner will be responsible for remunerating its representative on the Partners Committee for any costs associated with that person's membership of the Partners Committee.

10. Administration

Reports to be considered by the Partners Committee may be submitted by any of the Shareholders or the Company. The secretariat of the Partners Committee may be provided by the Shareholders on a rotating basis.

11. Defined Terms

In these terms of reference:

Alternate, in relation to a Partner, means an alternate to that Partner's appointed Partners Committee Representative to attend and vote at meetings of the Partners Committee but only where the relevant Partner's appointed Partners Committee Representative is unable or unavailable to do so.

Board means the board of Directors of the Company.

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Board Skills Matrix means a matrix setting out the skills which are required to be represented on the Board, by being held by one or more Directors in office, as adopted and amended from time to time.

Company means Tiaki Wai Limited.

Director means a director of the Company.

Independent Chairperson means an independent chairperson of the Partners Committee appointed under clause 6.4(a) of the Partners Agreement.

Mana Whenua Partners means Te Rūnanga O Toa Rangatira and Taranaki Whānui ki Te Upoko o Te Ika.

Partners Agreement means the agreement relating to the Company between the Partners, as amended from time to time.

Partners Committee means the joint committee formed by the Partners in accordance with the Partners Agreement.

Partners Committee Representative means a member of the Partners Committee appointed in accordance with the Partners Agreement, other than any Independent Chairperson.

Partner Reserved Matters means matters of the nature listed in Part 2 of Schedule 2 to the Partners Agreement.

Partners mean each Shareholder and each of the Mana Whenua Partners.

Service Area has the meaning given to it in the LG(WS) Act and, in relation to the Company, comprises the combination of the areas delineated by geographical boundaries specified in each Transfer Agreement as the area in which the Company will provide water services under that Transfer Agreement, and also includes other areas in which the Company provides Water Services with the approval of the Partners Committee and subject to compliance with any requirements of the LG(WS) Act.

Shareholders means a shareholder in the Company and includes any person who subsequently becomes a shareholder.

Statement of Expectations has the meaning given to it in LG(WS) Act.

Transfer Agreement has the meaning given to it in the LG(WS) Act.

Water Services has the meaning given to it in the LG(WS) Act, which will be the water services transferred to the Company in accordance with the Transfer Agreements between the Company and each Shareholder and otherwise provided by the Company in its Service Area.

Water Services Annual Budget has the meaning given to it in the LG(WS) Act.

Water Services Annual Report has the meaning given to it in the LG(WS) Act.

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Water Services Half-yearly Report means the document referred to in section 248 of the LG(WS) Act.

Water Services Strategy has the meaning given to it in the LG(WS) Act.