

16 July 2026



29 Bowler Avenue, Gore 9710
PO Box 8, Gore 9740

Phone 03 209 0330
Email info@goredc.govt.nz
www.goredc.govt.nz

Dear 

Thank you for your email dated 17 June 2026 in which you asked for information regarding the Council's appointment of a King's Counsel (KC).

Your requests are responded to in turn.

1. *The full name of the King's Counsel engaged by Gore District Council during the 2022/23 financial year.*
2. *The date on which the engagement was approved or commenced.*

The Council advises that Maria Dew KC was engaged by the Council on 31 May 2023.

3. *Copies of any council resolutions, meeting minutes, reports, or briefing papers authorising or discussing the engagement of the King's Counsel.*
4. *The scope of work, terms of reference, or instructions provided to the King's Counsel.*
6. *The source of funding for those services.*

Enclosed is a copy of the Confidential Report titled "Power to Act, Delegations and Unbudgeted Expenditure – Appointment of a Kings Council and a Resolution Practitioner" dated 7 June 2023 that was received at the Council meeting of 13 June 2023. This Report also includes the terms of engagement of Maria Dew KC.

Additionally, enclosed are the confidential minutes of Council meeting of 13 June 2023 to this Report. Note that information relating to mediation has been withheld under section 7(2)(a) of the LGOIMA to protect the privacy of a natural person and section 7(2)(c) as the information is subject to an obligation of confidence, in this instance being that of a confidential employment matter.

Further, information has been redacted that is of other topics and not related to the Kings Counsel matter, this has been labeled "Out of Scope".

5. The total amount paid, invoiced, accrued, or budgeted for the King's Counsel's services.

The total amount paid was \$34,234.42 (GST inclusive).

7. Copies of any final reports, recommendations, findings, or advice received from the King's Counsel, excluding material lawfully withheld under legal professional privilege.

I advise that as this was an employment related matter the outcomes are withheld under section 7(2)(a) to protect the privacy of natural persons, and Section 7(2)(c)(i) of the Act as to maintain an obligation of confidence.

You have the right to seek an investigation and review by the Ombudsman of this decision. Information about how to make a complaint is available at www.ombudsman.parliament.nz.

If you wish to discuss this decision with us, please feel free to contact the Governance Team via governance@goredc.govt.nz

Yours sincerely

A handwritten signature in blue ink, appearing to read 'David Bainbridge-Zafar'.

David Bainbridge-Zafar
Acting Chief Executive

CONFIDENTIAL AGENDA

FOR THE

MEETING OF THE

GORE DISTRICT COUNCIL

TO BE HELD ON

TUESDAY 13 JUNE 2023

4. POWER TO ACT, DELEGATIONS AND UNBUDGETED EXPENDITURE – APPOINTMENT OF A KING’S COUNSEL AND A RESOLUTION PRACTITIONER

(Report from Deputy Chief Executive/Group Manager Community Lifestyle Services 07.06.23)

Purpose

Out of scope

2. The purpose of this report is to

- Out of scope

Issues requiring clarification

3. An issue was brought to the officer’s attention during the Council meeting on 30 May 2023 when the Mayor asked for the Independent Review report to lay on the table pending review and advice from a King’s Counsel engaged by the Council.

4. This was also reported by the ODT on 31 May 2023:

The council was also considering hiring lawyer Linda Clark to carry out a review of the council but it was left on the table.

Gore Mayor Ben Bell said with the council having just appointed new King’s Counsel, it wished to not proceed with the matter straight away and give time to the new counsel to have a look at the terms of reference.

5. Out of scope

6. For the Council to agree to a terms of engagement with a King’s Counsel, then this will need to be approved by the Council alongside an unbudgeted expenditure approval.

7. Out of scope

8. Out of scope

[REDACTED]

[REDACTED]

10. Out of scope

[REDACTED]

[REDACTED]

Out of scope
Out of scope

[REDACTED]

[REDACTED]

[REDACTED]		[REDACTED]		[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]	[REDACTED]
		[REDACTED]			
[REDACTED]		[REDACTED]		[REDACTED]	

[REDACTED]

[REDACTED]

[REDACTED]

Out of scope

[REDACTED]

The matters at hand

19. The Council needs to deal with the King's Counsel situation as identified at the 30 May Council meeting.
20. If a terms of engagement has been agreed to by the Council and the Council has not formally approved its decision by way of a formal resolution at a meeting - then the Council needs to retrospectively approve this and also approve unbudgeted expenditure to reflect the agreed terms of engagement.
21. Attached to this report is a copy of the terms of engagement for Maria Dew KC, for the Council's consideration.
22. Out of scope

RECOMMENDATION

THAT the Council receive the report,

THAT the Council retrospectively approve the standard terms of engagement for Maria Dew KC in relation to CEO employment matters (as described in the letter dated 31 May 2023),

THAT the Council approve unbudgeted expenditure of up to \$50,000 from the Elected Members Expenses – Legal Costs budget line to engage Maria Dew KC in relation to CEO employment matters (as described in the letter dated 31 May 2023),

Out of scope



MARIA DEW KC

31 May 2023

Janet Copeland
Managing Partner
Copeland Ashcroft
INVERCARGILL
By email: janet.copeland@copelandashcroft.co.nz

Kia ora Janet,

Re: Gore District Council | CEO Employment matters

Thank you for your instruction to act as counsel on behalf of the Council.

Please find attached my usual terms of engagement.

I look forward to working together to assist the Council and Mayor.

Kind Regards | Ngā mihi nui



Maria Dew KC

MARIA DEW KC
STANDARD TERMS OF ENGAGEMENT 2023

Instructions

1. I will act in all matters in which I am instructed on the terms and conditions set out below.
2. On receipt of instructions, I will provide written confirmation of those instructions.

Confidentiality

3. As counsel, I hold in strict confidence all information concerning your legal matters, business and instructions. Disclosure of this information will not be made except:
 - (a) To the extent necessary to carry out instructions; or
 - (b) As required by law or by the New Zealand Law Society's Rules of Conduct and Client Care for Lawyers (**Client Care Rules**).

Conflicts of Interest

4. I have procedures in place to identify and prevent conflicts of interest arising in respect of my instructions on any matter. If a conflict or potential conflict arises, I will advise you of this and follow the requirements and procedures set out in the Client Care Rules.

Duty of care

5. My duty of care is to the client(s) named in my confirmation of instructions. I do not owe any duty of care or accept any liability to any other person. No other person may rely on my advice unless expressly agreed in writing.
6. I do not accept liability for loss arising from non-receipt of any communication, including email communications.

Fees

7. My fees will be charged in accordance with the guidelines in the Lawyers Client Care Rules.
8. **My standard rate is \$850 plus GST per hour.**
9. Where appropriate, I will use my junior barrister to carry out work on the file to ensure that the work is carried out in a cost-effective manner for the client. All junior barrister work will be overseen by me. The junior barrister work will be charged at the rate of \$250 plus GST per hour.
10. In fixing my fee, I will have regard, not only to my hourly rate above, but the results achieved, the urgency and complexity of the matter and the level of skill required. I will, if requested, provide an estimate of my fee for stages of legal work. However, any estimate of my fee will not be a fixed fee arrangement unless expressly agreed in writing. The fee may vary from the estimate in accordance with the actual hours required to complete the instruction.

11. I will render invoices monthly, unless otherwise agreed. Payment will be required within 14 days. Invoices not paid within the required period will incur interest at the rate of 10% per annum.

Retainers

12. **No retainer fee is required.** Retainers may be required as security for future fees at any time and shall be deposited into solicitor's trust account and held on trust on account of my fees. Where a retainer is requested, no services will be commenced or provided until the retainer is deposited and held in cleared funds. Retainer funds will not be drawn down until the relevant invoice(s) has been approved for payment.

Disbursements

13. In addition to my fees, you will be invoiced a service charge of 3% of the fee to cover reasonable office disbursements. This charge will cover estimated costs incurred as usual office expenses, printing, copying, stationery and mobile phone charges. Other larger disbursements including travel or accommodation costs, or services rendered by other persons will be invoiced separately.

Insurance

14. I hold professional indemnity insurance that meets or exceeds the minimum standards specified by the New Zealand Law Society.

Limitation of liability

15. To the extent permitted by law, my total aggregate liability in connection with any matter (or series of related matters) on which you engage me is limited to the greater of:
 - (a) The amount available to be paid out for that liability under any relevant insurance I hold, up to a maximum of NZ\$2,000,000 (including interest or costs); or
 - (b) An amount equal to twice the fees paid to me for the services performed under this retainer (excluding service charges, additional specific disbursements, and GST).
16. This limitation applies to liability of any kind, whether in contract, tort (including any degree of negligence), equity, under statute, or otherwise.

Complaints

17. If you have or if your client has a complaint about my services, I would be happy to meet with you and/or with your client to discuss the nature of the complaint so that we can attempt to resolve it.
18. If you or your client do not wish to meet with me to discuss the complaint, or if we meet and are unable to resolve it, then I invite you to refer the complaint to the New Zealand Law Society Early Resolution Service. Call 0800 261 801.

19. If you or your client do not wish to have the complaint dealt with in that fashion, or if you or your client are not satisfied with the response to your complaint, you or your client may refer your complaint to the New Zealand Law Society. Call 0800 261 801 or email complaints@lawsociety.org.nz.

Client Care and Service Information

20. Please find attached a copy of the client care and service information that I am to provide to your client under the rules of conduct and client care for lawyers.

Document destruction

21. Subject to any legal requirement, the file created for your work will be retained for a minimum of seven years after completion of the instruction. The file will be retained in electronic or hardcopy format. After that time, the file may be destroyed without further reference to you.

Termination

22. You may terminate my retainer at any time. I may terminate the retainer in any of the circumstances set out in the Client Care Rules, which include:
- (a) Where my instructions would breach professional obligations.
 - (b) Where there is an inability or failure to pay my fee (including by way of retainer) on the agreed basis.
 - (c) Where I am misled or deceived by the client in any material respect.
 - (d) Where instructions are not provided in a sufficiently timely manner.
24. These terms of engagement will survive any termination.

Yours faithfully



Maria Dew KC

Client care and service information

Whatever legal services your lawyer is providing, he or she must:

- act competently, in a timely way, and in accordance with instructions received and arrangements made
- protect and promote your interests and act for you free from compromising influences or loyalties
- discuss with you your objectives and how they should best be achieved
- provide you with information about the work to be done, who will do it and the way the services will be provided
- charge you a fee that is fair and reasonable and let you know how and when you will be billed
- give you clear information and advice
- protect your privacy and ensure appropriate confidentiality
- treat you fairly, respectfully, and without discrimination
- keep you informed about the work being done and advise you when it is completed
- let you know how to make a complaint and deal with any complaint promptly and fairly.

The obligations lawyers owe to clients are described in the Rules of Conduct and Client Care for Lawyers (the Rules). Those obligations are subject to other overriding duties, including duties to the courts and to the justice system. If you have any questions, please visit www.lawsociety.org.nz or call 0800 261 801.

Council Meeting in committee – 13 June 2023

Minutes of item 6 from this agenda

6. POWER TO ACT, DELEGATIONS AND UNBUDGETED EXPENDITURE – APPOINTMENT OF A KING'S COUNSEL AND A RESOLUTION PRACTITIONER (SC3528/SC3473)

A report had been received from the Deputy Chief Executive advising over recent weeks that had been instances requiring clarification relating to individual elected members versus the Council powers to act, delegations and approval for unbudgeted expenditure. The purpose of the report was to:

Out of scope

An issue had been brought to officer's attention during the Council meeting on 30 May 2023 when the Mayor asked for the independent review report to lay on the table pending review and advice from a King's Counsel who had been engaged by the Council. That had also been reported in the Otago Daily Times on 31 May.

Out of scope

For the Council to agree to a terms of engagement with a King's Counsel, it needed to be approved by the Council alongside an unbudgeted expenditure approval.

Out of scope

The Council needed to deal with the King's Counsel situation as identified at the 30 May Council meeting. If a terms of engagement had been agreed to by the Council and the Council had not formally approved its decision by way of a formal resolution at a meeting, then it needed to retrospectively approve that and also approve unbudgeted expenditure to reflect the agreed terms of engagement. A copy of the terms of engagement for Maria Dew KC, had been circulated with the agenda for the Council's consideration.

[REDACTED]

Cr Reid asked how the engagement of the KC had come about. She knew nothing about it. She recalled it being mentioned but it had not been clear. Had the engagement come from the Council's legal advisor or was it from someone else in the Council? His Worship said there had been several factors but during a meeting with LGNZ and Taituara, it had been asked who was representing the Chief Executive. The response was a KC. Janet Copeland had said the Chief Executive's lawyer was a top lawyer and LGNZ/Taituara felt it important to have a King's Counsel to support the Council.

[REDACTED] It had been a long process to secure a KC who had the time and did not have a conflict to be able to work with the Council.

Out of scope

Out of scope

Out of scope

[REDACTED] The Council was lucky to have the Deputy Chief Executive to attend a briefing and provide good advice. From his experience, the Council had secured a good KC. His Worship added the Council's KC had gone up against the Chief Executive's KC previously.

His Worship said there were two separate issues – the first was around the KC and

Out of scope

RESOLVED on the motion of Cr Stringer, seconded by Cr MacDonell, **THAT** the report be received,

THAT the Council retrospectively approve the standard terms of engagement for Maria Dew KC in relation to CEO employment matters (as described in the letter dated 31 May 2023),

AND THAT the Council approve unbudgeted expenditure of up to \$50,000 from the Elected Members Expenses – Legal Costs budget line to engage Maria Dew KC in relation to CEO employment matters (as described in the letter dated 31 May 2023).

2023/104

2 7 (2)(c)(i) obligation of confidence, s 7(2)a Privacy

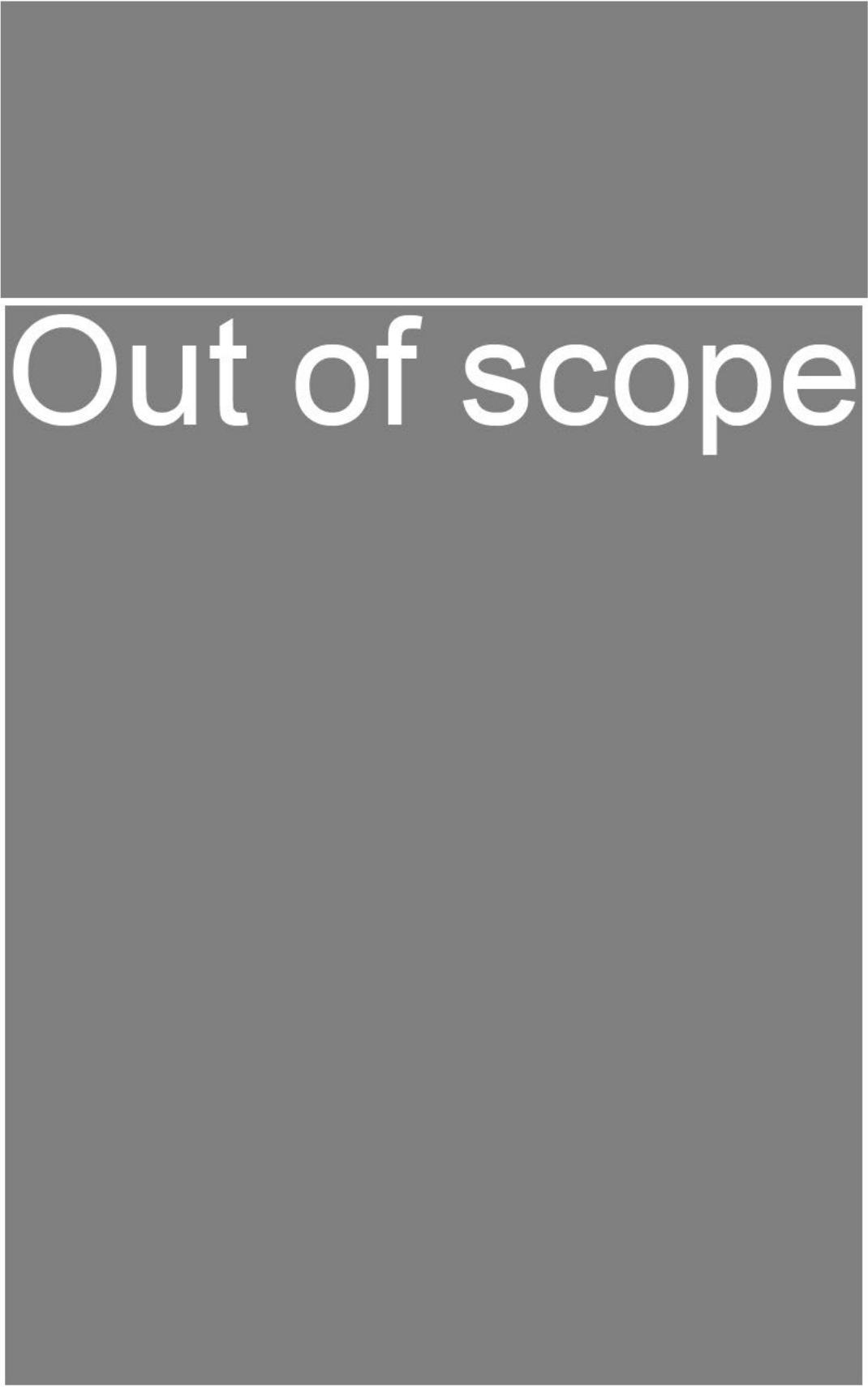
s 7(2)a Privacy, 2 7 (2)(c)(i) obligation of confidence

Out of scope

s 7(2)a Privacy, 2 7 (2)(c)(i) obligation of confidence

s 7(2)a Privacy, 2 7 (2)(c)(i) obligation of confidence

Out of scope



Out of scope

Out of scope

2 7 (2)(c)(i) obligation of confidence, s 7(2)a Privacy

Out of scope

Out of scope

Out of scope

RESOLVED on the motion of His Worship, seconded by Cr Reid, THAT the Council return to open meeting.

The meeting concluded at 7.33pm