

16 March 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 [REDACTED]

Official Information request for Delegation Instruments and Service Agreements to MWLASS/DMC

Thank you for your LGOIMA request dated 19 February 2026 and further correspondence in which you stated our response did not answer your questions, dated 23 February 2026, requesting the following information:

- 1. Pursuant to s10 LGOIMA 1987 kindly provide all documents relating to delegations of authority granted to Manawatu-Wanganui Local Authority Shared Services (MWLASS) for debt recovery. litigation or document service, including:
 - a) shareholder resolutions or CEO instruments from 2008-2026.
 - b) Statement of expectations or performance agreements under LGA 2002 s57-64.
 - c) Any Long Term Plan references (confirming absence).*
- 2. Provide all MWLASS sub-delegations to Debt Management Central (DMC), including agency agreements, warrants, or limits on proceedings/service for debt collection of rates and sale of abandoned lands including civil cases.*
- 3. Confirm DMC's legal status (incorporated or agent) and chain of authority from Horizons to MWLASS to DMC.*
- 4. Electronic PDF format within 20 working days under s15. Specify withholdings under s17 with review details. No charge unless notified (s16) but note this is a public interest matter.*

Summary of contractor services for debt collection

The Gore District Council uses a provider known as DMC to undertake debt collection processes on its behalf from time to time, subject to the specific circumstances of any particular debt owed to Council and the circumstances of the debtor.

The Council pays a commission to DMC for the provision of those debt collection services.

The specialist debt collection services provided by DMC to Council includes:

- Prompt and appropriate procedural steps taken on behalf of Council for collection purposes
- Managing all correspondence and communications with debtors
- Facilitating payment arrangements e.g. direct debits
- Monitoring arrangements and automated follow up with debtors
- Use of specialist software to support services
- Managing bulk debtors efficiently and effectively
- Managing costs of debt collection and enabling efficient recovery of those further costs
- Low commission structure with clear management of disbursements e.g. Court fees
- Strong reporting in line with Council financial requirements

DMC provides debt collection services to other Councils around Aotearoa New Zealand and has been providing Gore District Council with these services since 2018.

As you stated in your response dated 23 February 2026, you felt that this explanation did not answer your questions. Please see below for further information in regard to your questions.

1. We have attached a copy of the Indemnity between DMC and Gore District Council which covers this question.
2. The Indemnity attached covers this question.
3. The Indemnity attached covers this question.

Note that some names within the Indemnity document have been withheld under section 7(2)(a) to protect natural persons.

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



Lornae Straith
General Manager Corporate Support / Chief Financial Officer

INDEMNITY

Dated: 13 February 2019

Parties

1. **Privacy 7(2)(a)** Manager ("Indemnatee").
2. Gore District Council ("Participating Council").

Background

- A. Manawatu-Wanganui LASS Limited ("MW Lass") is a company that delivers services to the Participating Council.
- B. An area that has been identified as appropriate for shared service provision is debt collection. Debt Management Central is a division of MW Lass and has been established to undertake the debt collection on behalf of each Participating Council.
- C. The Indemnatee is employed by MW Lass as manager of Debt Management Central.
- D. The Participating Council wish to appoint the Indemnatee to act on their behalf and represent them in court proceedings under the Local Government (Rating) Act 2002, under any enactment in relation to bankrupts, or in proceedings in the District Court or before any Justice or Community Magistrate ("the Services").

Two handwritten signatures are located at the bottom right of the page. The first signature is a stylized, cursive mark, and the second is a more complex, circular mark with a horizontal line through it.

- E. In consideration of the Indemnatee undertaking the Services the Participating Councils have agreed to enter into this Indemnity.

Indemnity

1. The Participating Councils, subject to the terms of this Indemnity (and clause 4 in particular), indemnify the Indemnatee as provided herein to the fullest extent permitted by law in respect of any and all damages, charges, expenses, liability, and claims, incurred by the Indemnatee in his personal capacity from the provision of the Services.
2. Without limiting the generality of clause 1 above, the Participating Council indemnify the Indemnatee in respect of any legal costs incurred by the Indemnatee in relation to any threatened or actual proceedings arising out of the conduct of the Services by the Indemnatee.
3. The Participating Councils' indemnity shall be subject to the following:
 - (a) the Indemnatee must, in providing the Services, act in good faith and in a manner that he reasonably believes to be in or not opposed to the best interests of the Participating Council;
 - (b) the Indemnatee must, in providing the Services, act in accordance with the instructions of the Participating Council;
 - (c) the Indemnatee must promptly notify MW Lass of any potential or actual claim or proceedings against him in relation to the Services; and
 - (d) The Participating Council will not be required to indemnify the Indemnatee in relation to any damages, charges, expenses, liability, and claims suffered by him as a result of his own dishonesty or wilful or reckless misconduct.
4. The liability of the Participating Council under this Indemnity will be joint and several, provided that such liability will be limited to matters relating to the Services provided for the benefit of that particular Participating Council or those particular Participating Councils, as the case may be.

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5. The indemnity will continue until and terminate upon such time as the Indemnatee ceases providing the Services, but it will continue to remain in force in relation to the Services that the Indemnatee provided before such cessation.
6. This indemnity may be executed in counterparts, each of which will be deemed to be an original, but all of which, taken together, constitute one and the same indemnity.
7. Each person signing this indemnity warrants that they have the requisite power and authority to execute and deliver this indemnity on behalf of any entity they are representing.

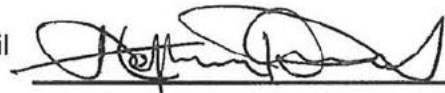
SIGNED BY THE PARTIES

Signed by **Privacy 7(2)(a)**

Privacy 7(2)(a)

Privacy 7(2)(a)

Signed on behalf of Gore District Council
(as Chief Executive)



Stephen Parry

INDEMNITY

Dated: 13 February 2019

Parties

1. **Privacy 7(2)(a)** Debt Collection Officer ("Indemnatee").
2. Gore District Council ("Participating Council").

Background

- A. Manawatu-Wanganui LASS Limited ("MW Lass") is a company that delivers services to the Participating Council.
- B. An area that has been identified as appropriate for shared service provision is debt collection. Debt Management Central is a division of MW Lass and has been established to undertake the debt collection on behalf of each Participating Council.
- C. The Indemnatee is employed by MW Lass as a debt management officer of Debt Management Central.
- D. The Participating Council wish to appoint the Indemnatee to act on their behalf and represent them in court proceedings under the Local Government (Rating) Act 2002, under any enactment in relation to bankrupts, or in proceedings in the District Court or before any Justice or Community Magistrate ("the Services").
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Indemnity

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2. Without limiting the generality of clause 1 above, the Participating Council indemnify the Indemnitee in respect of any legal costs incurred by the Indemnitee in relation to any threatened or actual proceedings arising out of the conduct of the Services by the Indemnitee.
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 - (b) the Indemnitee must, in providing the Services, act in accordance with the instructions of the Participating Council;
 - (c) the Indemnitee must promptly notify MW Lass of any potential or actual claim or proceedings against him in relation to the Services; and
 - (d) The Participating Council will not be required to indemnify the Indemnitee in relation to any damages, charges, expenses, liability, and claims suffered by him as a result of his own dishonesty or wilful or reckless misconduct.
4. The liability of the Participating Council under this Indemnity will be joint and several, provided that such liability will be limited to matters relating to the Services provided for the benefit of that particular Participating
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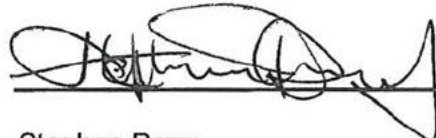
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7. Each person signing this indemnity warrants that they have the requisite power and authority to execute and deliver this indemnity on behalf of any entity they are representing.

SIGNED BY THE PARTIES

Signed by Privacy 7(2)(a)

Privacy 7(2)(a)

Signed on behalf of Gore District Council
(as Chief Executive)


Stephen Parry