

## Request for emails between Costamare and Maritime New Zealand regarding the MV Rena

<b>Legislation</b>	Official Information Act 1982, s 9(2)(j)
<b>Agency</b>	Maritime New Zealand
<b>Ombudsman</b>	David McGee
<b>Case number(s)</b>	328698
<b>Date</b>	November 2012

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*Releasing emails between the parties during the negotiations would prejudice willingness of the parties to participate in the negotiation in an open manner—s 9(2)(j) applies*

A requester sought communications between Maritime New Zealand (MNZ) and Costamare about costs and the recovery of costs following the grounding of the MV Rena. MNZ withheld emails with Costamare under section 9(2)(j), and the requester complained to the Ombudsman. The Ombudsman concluded that section 9(2)(j) provided good reason to withhold the emails.

The emails related to negotiations between the two parties for recompense for the costs incurred by the Government as a result of the grounding of the MV Rena. The Ombudsman accepted that *‘releasing the parties’ positions during the negotiations would be likely to prejudice the willingness of those parties to carry out the negotiations in an open manner’*.

He also stated that *‘it would detrimentally affect the participation of Costamare and its representatives in those negotiations either by withdrawing or by reducing its participation in those negotiations’*. It was therefore necessary to withhold the emails to enable the Crown to carry on the negotiations with Costamare, without prejudice or disadvantage.

The Ombudsman identified a public interest in knowing the total costs incurred by the government in responding to the grounding of the *MV Rena*, and the extent to which those costs were mitigated through compensation from Costamare. However, at that stage of the negotiations, the public interest in disclosure did not outweigh the need to withhold.

*This case note is published under the authority of the [Ombudsmen Rules 1989](#). It sets out an Ombudsman's view on the facts of a particular case. It should not be taken as establishing any legal precedent that would bind an Ombudsman in future.*