



as a matter of equity and good conscience, that the costs award in this case should be lower than in other cases without the same features of this.

[6] In the determination dated 3 March 2008, the Authority outlined the special nature of the relationship that existed for many years between Mr Richardson and Ms Roberts. Mr Richardson must bear considerable responsibility for the culture that grew within his business and the administration of it entrusted to Ms Roberts. It was his conduct that led in part to Ms Roberts' dismissal, through the relaxed attitude to financial control and to applying good commercial practice in this very successful business.

[7] The costs determination should reflect the fact, as I found, that Mr Richardson and Ms Roberts had enjoyed a mutually advantageous and productive working relationship for many years before things went seriously wrong, through the actions or inactions of both, causing the trust and confidence required of both sides in the relationship to be lost.

[8] In other cases an award of between \$2,500 and \$3,000 might have been appropriate, but in the unusual circumstances of this case I consider that \$800 is adequate to compensate the company for the expense of participating in the investigation meeting and achieving the outcome reached.

[9] Ms Leesa Roberts is therefore ordered to pay \$800 as costs to Converting Technology (NZ) Limited, pursuant to clause 15 of Schedule 2 of the Employment Relations Act 2000.