



New Zealand Employment Relations Authority Decisions

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Drillco Limited v Wilson (Wellington) [2016] NZERA 355; [2016] NZERA Wellington 96 (11 August 2016)

Last Updated: 30 November 2016

IN THE EMPLOYMENT RELATIONS AUTHORITY WELLINGTON

[2016] NZERA Wellington 96
5630136

BETWEEN DRILLCO LIMITED Applicant

AND QUINTON WILSON Respondent

Member of Authority: Rachel Larmer

Representatives: Cara Gelston, Counsel for Applicant

Kam Bailey, Advocate for Respondent

Investigation Meeting: 09 August 2016 at New Plymouth

Date of Determination: 11 August 2016

CONSENT DETERMINATION OF

THE EMPLOYMENT RELATIONS AUTHORITY

Employment relationship problem

[1] The Employment Relations Authority conducted an investigation meeting into Drillco Limited's (Drillco) application to enforce the restrictive covenant set out at clause 20.1 of its former employee's (Mr Quentin Wilson's) employment agreement.

[2] At the conclusion of the evidence and after hearing submissions from both parties, the Authority gave an indication of the outcome of its investigation and invited the parties to explore whether or not a consent determination was appropriate.

[3] As a result of that guidance, and after various adjournments, the parties advised the Authority that they had reached agreement on the way in which this matter could be resolved. The parties asked the Authority to issue a consent determination recording the agreed terms of settlement.

[4] Accordingly, the Authority makes the following consent orders:

(a) The non-solicitation of clients clause set out in clause 20.1 of Mr Wilson's individual employment agreement with his former employer Drillco is not enforceable.

(b) Drillco acknowledges that it has failed to establish to the required standard of proof that it has a legitimate proprietary interest in respect of Mr Wilson to protect.

(c) Upon production of a GST receipt Drillco shall contribute \$3,000 plus

GST towards Mr Wilson's actual legal costs.

[5] The parties recognise these orders are final binding and enforceable.

Rachel Larmer

Member of the Employment Relations Authority

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