



# New Zealand Employment Relations Authority Decisions

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## WHK Services (Central) Limited v Lash WA161/10 (Wellington) [2010] NZERA 838 (6 October 2010)

Last Updated: 22 November 2010

Attention is drawn to the order prohibiting publication of certain information in this determination

IN THE EMPLOYMENT RELATIONS AUTHORITY WELLINGTON

WA 161/10 5311253

BETWEEN WHK Services (Central) Limited

Applicant

AND Gordon Lash

Respondent

Member of Authority: Denis Asher

Representatives: Janet Copeland for the Company

Stuart Webster for Mr Lash

Investigation Meeting: Napier, 6 October 2010

Determination: 6 October 2010

### CONSENT DETERMINATION OF THE AUTHORITY

[1] The parties have agreed to the following by consent and ask the Authority to record it as a consent determination and prohibit publication of details:

1.1 The respondent covenants:

- a. Not to work in any capacity whatsoever as defined in 16.2 of the IEA for any **competitor business** within the Hawkes Bay area (meaning the province of

Hawkes Bay and including Taupo) for a period from the date of this agreement until **31 March 2011**.

- b. Not to solicit or accept work from clients and/or staff of WHK (in terms of the definition of "client" set out in clause 16.2.1 and "staff as set out in clause 16.2.3 of the IEA) within the Hawkes Bay province (defined in the respondent's IEA as including Taupo) for a period of **12 months** following the termination date of **16 July 2010**.

1.2 For the purposes of these covenants, **competitor business** means any business that is similar to or competitive with the applicant's business. The "applicant's business" means the provision to clients of accounting, taxation, superannuation, financial and business services, advice to individuals and businesses (from time to time as applicable), information technology, and any other business in respect of which the respondent provides or has provides services to the applicant in the course of his employment with the applicant.

1.3 Nothing in clauses 1.1 to 1.2 shall apply to any contract of employment accepted by the respondent whether on a full time or casual basis under which the applicant is employed to provide services to an employer who is not a "competitor business" or to exclusively provide services to a person in an in-house contract role where that employer or person, as applicable, is not a "competitor business".

[2] The other terms of settlement are contained in a mediated record of settlement dated 6 October 2010 and signed off by the Mediation Service of the Department of Labour.

[3] I hereby determine that the parties' agreement is incorporated into this consent determination and prohibit publication of details per Clause 10(2) of Schedule 2 of the [Employment Relations Act 2000](#)

[4] The parties are to be commended for settling this matter on their own terms.

**Denis Asher**

**Member of the Employment Relations Authority**

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