



- (i) clause 20.2 of the applicant's Employment Agreement, in respect to being engaged in any trade or business which competes with the respondent; and
- (ii) clause 20.4.3 of the applicant's Employment Agreement, in relation to undertaking work for a client or customer of the respondent,

must be read subject to, and is limited by, clause 20.3 of the applicant's Employment Agreement so as to be defined as the applicant carrying out services, that are contained in his job description and/or his actual duties, for a competitor;

- (b) the provisions in clauses 20.4.2 and 20.4.3 of the applicant's Employment Agreement apply only in respect to the geographical area where the applicant was previously employed by the respondent, namely Canterbury, Westland and Nelson/Marlborough; and
- (c) the provisions in clause 20.4.2 of the applicant's Employment Agreement are limited to clients or customers of the respondent.

[3] The applicant has withdrawn his claim for unjustifiable action causing disadvantage pursuant to section 103(1)(b) of the Employment Relations Act 2000.

[4] The parties have resolved costs between themselves.

James Crichton  
Member of the Employment Relations Authority