

ATTENTION IS DRAWN TO THE  
ORDER PROHIBITING PUBLICATION  
OF CERTAIN INFORMATION REFERRED  
TO IN THIS DETERMINATION

**IN THE EMPLOYMENT RELATIONS AUTHORITY  
WELLINGTON**

[2011] NZERA Wellington 187  
5358211

BETWEEN

KEITH PARDOE  
Applicant

AND

WANGANUI SECURITY  
SERVICES LTD  
Respondent

Member of Authority: G J Wood

Representatives: Applicant on his own behalf  
Mark Simmonds for the Respondent

Investigation Meeting: 15 November 2011 at Wanganui

Further information Received: By 21 November 2011

Determination: 21 November 2011

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**DETERMINATION OF THE AUTHORITY**

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[1] The applicant, Mr Keith Pardoe, seeks compliance with two terms of a record of settlement reached in mediation pursuant to s.149 of the Act.

[2] The respondent, Wanganui Security Services Limited (Wanganui Security), considered that it had met all the terms of the settlement.

**Factual discussion**

[3] The first term of settlement in dispute related to a certificate of service to be provided to Mr Pardoe. Wanganui Security was late in the providing appropriate certificate. Mr Pardoe then did not accept the certificate, which was later amended. However, he still did not accept that the amended certificate met the terms of settlement.

[4] At the investigation meeting the parties agreed on a new certificate of service that was to be provided to Mr Pardoe by 21 November 2011. Wanganui Security has now provided the certificate of service as agreed. I prohibit the publication of the certificate of service, except for the purposes the parties intended it, pursuant to the parties' record of settlement under s.149. I congratulate the parties on having reached this agreement.

[5] The second issue relates to the term of settlement that states:

*The Respondent will make a contribution to the Applicant's cost of the sum of \$2,500 (two thousand and five hundred dollars) including GST. This payment shall be made within 7 days of receipt of the invoice.*

[6] Subsequent to the investigation meeting Wanganui Security have provided documentation, which I accept, that it had received an invoice from Mr Pardoe's then representative, and that it has paid the sum invoiced for. While Mr Pardoe considered that the sum should have been paid to him that is not what the term of settlement required. Instead, the fact that the payment was to be made following *receipt of the invoice* shows that it was always intended that it would be the representative who would be paid. That is reinforced by the wording that it will be a *contribution* to Mr Pardoe's costs. That indicates two things: first, that it was a contribution rather than all of Mr Pardoe's costs and second, that it was for costs not compensation. Therefore it follows that the intended end recipient of the sum for costs was the provider of those services (commonly described as *costs*), Mr Pardoe's then representative.

[7] Mr Pardoe was unsure whether his former representative had received the costs. All that he knew was that he had not received them. He now has proof of payment to his representative. Mr Pardoe may have a separate issue with his former representative about the costs he was charged, but that is not a matter for the Authority. I therefore make no further comment on that dispute, as it is outside the Authority's jurisdiction.

[8] Finally, the parties agreed on costs in respect of this application for compliance, and the terms of that agreement have been met.

**G J Wood**  
**Member of the Employment Relations Authority**