

How to use this Record of Settlement template

This template can be used to draw up a Record of Settlement that you can submit to Employment Mediation Services for a mediator to check and sign pursuant to section 149 of the Employment Relations Act 2000.

It is based on the Record of Settlement form used by Employment Mediation Services mediators, and includes all the affirmations and declarations that parties are required to make before a Record of Settlement can be completed by a Mediator.

Once the relevant sections have been completed and signed by the appropriate parties, the Recorded Settlement should be submitted to Employment Mediation Services – you can do this [online](#) or via post.

Please note:

- *Areas that have been shaded and/or marked “For official use only” are completed by Employment Mediation Services once the Recorded Settlement has been submitted. However, they need to be included in your Record of Settlement.*
- *Guidance is shown in italics and does not need to be included in the submitted form.*
- *Both parties (“Applicant” and “Respondent”) are each required to sign in two different places on the same form to indicate specific terms of the settlement are understood and affirmed.*
- *Where one or both parties are a legal entity, please include the full and legal name of that entity, and ensure that the signatory is an authorised representative, and that their name is included on the form next to their signature.*

Please note that all parts of a Recorded Settlement, including any and all notes or discussion, should remain confidential to the relevant parties at all times.

See www.employment.govt.nz for more information.

Do not include this first page when submitting your Record of Settlement; it is for your guidance only.

RECORD OF SETTLEMENT

Section 149 Employment Relations Act 2000

Names of the Parties: *N.B. Use the full legal name of the entity where appropriate.*

Name (“Applicant”)	
Name (“Respondent”)	

Agreed Terms of Settlement to Employment Relationship Problems

1. These terms of settlement and all matters discussed in mediation shall remain, so far as the law allows, confidential to the parties.

2. *Insert clauses as needed – e.g.*

_____ will pay _____ within __ days of the date of this agreement, compensation of \$_____ under section 123(1)(c)(i) of the Employment Relations Act 2000. This amount will be paid to _____ by way of direct credit to their nominated bank account.

3. In reaching this agreement the parties confirm that they have not agreed to forgo minimum entitlements (e.g. money or leave entitlements under the Minimum Wage Act 1983, or the Holidays Act 2003, or the Home and Community Support (Payment for Travel Between Clients) Settlement Act 2016 as specified in section 148A(3) of the Employment Relations Act 2000).

4. This is the full and final settlement of all matters between _____ and _____ arising out of their employment relationship.

Dated at [location] this ___ day of _____, 20__

N.B. Where signature is on behalf of a legal entity, please supply name of authorised signatory

Signature (“Applicant”)	Signature (“Respondent”)
Name (if authorised signatory):	Name (if authorised signatory):

We confirm that we fully understand that once the Mediator signs the agreed terms of settlement:

1. the settlement is final and binding on and enforceable by us; and
2. except for enforcement purposes, neither of us may seek to bring those terms before the Employment Relations Authority or Court whether by action, appeal, and application for review, or otherwise; and
3. The terms of settlement cannot be cancelled under Section 36 to 40 of the Contract and Commercial Law Act 2017; and
4. that section 149(4) provides that a person who breaches an agreed term of settlement to which subsection(3) applies is liable to a penalty imposed by the Employment Relations Authority.

Dated at [location] this ____ day of _____, 20__

N.B. Where signature is on behalf of a legal entity, please supply name of authorised signatory

Signature (“Applicant”)	Signature (“Respondent”)
<i>Name (if authorised signatory):</i>	<i>Name (if authorised signatory):</i>

For official use only

I _____, **Mediator**, of [location], certify the following:

- a) I am employed or engaged by the Chief Executive of the Ministry of Business, Innovation and Employment to provide mediation services under the Employment Relations Act 2000; and
- b) I hold a current general authority from the Chief Executive to sign, for the purposes of section 149 of the Employment Relations Act 2000, agreed terms of settlement; and
- c) I have been requested by the parties to sign the attached agreed terms of settlement; and
- d) before I signed the agreed terms of settlement I explained to them the effect of sections 148A, 149(1) & (3); and
- e) I confirm that the parties have advised me that to the best of their knowledge, no minimum entitlements (money or leave entitled under the Minimum Wage Act 1983, or the Holidays Act 2003, or the Home and Community Support (Payment for Travel Between Clients) Settlement Act 2016” with “the Home and Community Support (Payment for Travel Between Clients) Settlement Act 2016, or the Care and Support Workers (Pay Equity) Settlement Act 2017” have been breached in the reaching of this settlement; and
- f) I am satisfied that the parties understand the effect of sections 148A, 149(1) & (3), and have affirmed their request that I should sign the agreed terms of settlement.

I sign the attached agreed terms of settlement pursuant to section 149(1) & (3).

Dated at [location] this _____ day of _____, 20__

Signed