

# NON-COMPETE AGREEMENT

This Non-Compete Agreement (the “Agreement”) is made on \_\_\_\_\_ [Date], between:

1. \_\_\_\_\_ [Employer’s Name], a company registered in \_\_\_\_\_ [Company Address], represented by \_\_\_\_\_ [Employer Representative’s Name] (hereinafter referred to as the “Employer”); and
2. \_\_\_\_\_ [Employee’s Name], residing at \_\_\_\_\_ [Employee’s Address] (hereinafter referred to as the “Employee”).

Collectively referred to as the “Parties”.

## 1. Employment and Purpose

The Employer employs the Employee in the position of \_\_\_\_\_ [Job Title] under the Employment Agreement dated \_\_\_\_\_ [Date of Employment Contract].

During employment, the Employee may have access to confidential and commercially sensitive information relating to the Employer’s business, clients, and operations.

This Agreement sets out the restrictions on the Employee’s activities during employment and after termination to protect the legitimate business interests of the Employer, in accordance with the Employment Rights Act 1996 and UK competition law.

## 2. Non-Competition Clause

### A. Restricted Activities

During the term of this Agreement, and for a period of \_\_\_\_\_ [Duration] (e.g., 6 months/12 months) after the termination of employment, the Employee must not:

- Work for, advise, own, or be involved with any competing business in the sector of \_\_\_\_\_ [Describe the Industry].
- Provide similar services to clients or customers of the Employer.
- Engage in any business that could reasonably compete with the Employer within \_\_\_\_\_ [Geographical Area].

### B. Geographical Restriction

The restrictions in this Agreement shall apply within \_\_\_\_\_ [City/Region/Nationwide, as appropriate] to the extent necessary to protect the Employer's legitimate business interests.

### **C. Exception Clause**

These restrictions shall not apply if:

- The Employee secures written consent from the Employer.
- The Employer ceases to trade in the specified business area.
- The restrictions are deemed unenforceable under UK law.

### **3. Non-Solicitation of Clients and Employees**

For a period of \_\_\_\_\_ [Duration] after employment termination, the Employee agrees not to:

- Solicit, approach, or attempt to win business from any current or past clients of the Employer.
- Recruit, hire, or attempt to entice away any employees of the Employer.

These restrictions apply only where the Employee had direct contact with such clients or employees during the last \_\_\_\_\_ [Timeframe] of employment.

### **4. Employee Acknowledgment**

The Employee acknowledges that:

- This Agreement has been freely negotiated and is reasonable in scope and duration.
- The restrictions are necessary to protect confidential business information and client relationships.
- The Agreement does not prevent the Employee from earning a livelihood in their profession.
- They have had the opportunity to seek independent legal advice before signing.

### **5. Severability**

**If any provision of this Agreement is found to be unenforceable under UK law, the remaining clauses shall remain valid and enforceable.**

**A court may modify any unreasonable restriction to make it legally enforceable under UK competition law.**

### **6. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_  
[England and Wales/Scotland/Northern Ireland].

## 7. Amendments

No amendments to this Agreement shall be valid unless made in writing and signed by both Parties.

## 8. Signatures

**IN WITNESS WHEREOF**, the Parties agree to the terms above and give their consent by signing below:

Signed by the Employee

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Signed by the Employer Representative

**Name:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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