

This is a complex area on which you will probably need specialist advice. Nonetheless, there are a number of basic questions that you might like to ask yourself about your existing contracts of employment, before you decide to get them revised.

What you decide to do may vary according to the nature of competition in your market place, whether you have intellectual property and confidential information that you want to protect, and the specialism or seniority of each employee.



And remember all the time that you are only likely to be able to restrict activity after employment for a limited time and in a limited geographical area.

1. Do you have the right to pay in lieu of notice – a 'PILON' clause?	
2. Do you have the right to put an employ on garden leave?	
3. Does your contract prevent staff from engaging in other employment without your permission?	
4. Check company literature, pay particular attention to visual material to ensure it avoids over emphasis on a certain age group?	
5. Is it clear how much notice is required on either side?	
6. Do you bonus or commission arrangements make it clear what will happen when an employee resigns, or when they leave?	
7. Do you have the right to assign them to other duties during a notice period?	
8. Can you rely on the implied duty of confidentiality, or do you need something more specific?	
9. Do you need to prevent 'poaching' of customers or employees?	
10. Do you need to prevent dealing with customers or suppliers?	

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11. Do you need to restrict post termination competition?	
12. Are any of these issues sufficiently important to justify the expense and disruption that changing contracts can involve?	

All reasonable efforts have been taken to ensure that the advice contained in this checklist represents both best practice, and the law as it stands at the time of publication. It should not be relied on as a substitute for taking advice about specific situations.

Ken Allison  
Paradigm Partners  
0161 928 3213  
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