Restrictive Covenants

*The Company* has, as you acknowledge invested considerable time, effort and expense in developing its business. You acknowledge and agree that if you were to compete with *The Company* immediately after the termination of your employment *The Company* would be at a serious disadvantage and such unfair competition would do damage, financial or otherwise. Therefore you acknowledge that these restrictions are fair and reasonable in the circumstances for the protection of *The Company’s* legitimate business interests.

**Definitions:**

* Customer: any person, firm, company or organisation who was at any time during the Relevant Period a customer of *The Company* and for whose business or account you (or any person who reports to you) dealt with or had responsibility for during the relevant period.
* Prospective Customer: any person, firm company or organisation which at any time during the Relevant Period you have been involved on behalf of *The Company* in a formal tender or proposal with a view to doing business with *The Company* (or any *Associated Company*).
* Relevant Period: the [12] months before the termination date.
* Restricted Area: the geographical area in which *The Company* (or any *Associated Company*) has conducted Restricted Business.
* Restricted Business: any business of *The Company* (or any *Associated Company*) with which you were involved in during the relevant period.
* Termination Date: the date on which your employment with *The Company* terminates.

**Non-Competition**

During the term of your employment and for a period of [3 months][6 months][other] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, engage in business with or be in any way interested in any person, firm, company or organisation that conducts Restricted Business within the Restricted Area.

**Non-Solicitation**

During the term of your employment and for a period of [3 months][6 months][other] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, canvas, solicitor, or attempt to solicit any business from *The Company’s* Customers, Prospective Customers for or in relation to any business or activity which is in competition with *The Company* (or any *Associated Company*).

**Non-Dealing**

During the term of your employment and for a period of [3 months][6 months][other] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, for or in relation to any business or activity which is in competition with *The Company*, deal, negotiate, or contract with any Customer or Prospective Customer with whom you personally dealt with during the [three months][six months][other period] immediately preceding the termination of your employment.

**Non-Poaching**

During the term of your employment and for a period of [3 months][6 months][other] after your Termination Date, you will not, either personally or by an agent, whether on your own or in association with another person/organisation, employ or engage any person who was during the Relevant Period a director, senior or key employee of *The Company* (or any *Associated Company*).

**General Terms**

The period of each Restriction in the above clauses or any part thereof will be reduced by the length of any period immediately before the Termination Date during which *The Company* required you to remain away from its premises or not to carry out your duties to any Garden Leave clause.

In the event that any one or more or any part of the Restrictions set out about shall be rendered or judged invalid or unenforceable, such restriction or part shall be deemed to be severed from this agreement and such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining restrictions.