



Restrictive Covenant Checklist

***Clauses that can be used to protect your
business***

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A garden leave clause that applies throughout the notice period and clearly sets out what can and must not be done during garden leave.

A tailored definition of confidential information, including reference to the most sensitive information that your business wants to protect.

Provision for the return of all company property when an employee leaves or goes on garden leave. This should include all equipment, keys, passwords and confidential information (whether in documentary form or stored on computer or otherwise).

Provision for the resignation of any directorships when an employee leaves or goes on garden leave.

Notice periods of an appropriate length for the seniority of the individual.

Identified legitimate business interests in your business.

Appropriate time period and geographical area restrictions which are no greater than is needed.

Covenants that are tailored to reflect the seniority and role of particular employees, as well as the activities of your business.

A clause that provides for the length of covenants to be reduced by any period of garden leave.

A clause that prevents the individual from holding themselves out as still involved in the business, including on social media.