
RESTRICTIVE COVENANT AGREEMENT

This Agreement is made between JPK Building Contractors Ltd (the Company) of Seven Brethren Bank, Barnstaple, Devon, EX31 2AS and <.....> (the Employee).

The Employee agrees to be bound by the restrictive covenants set out in this Agreement, and further agrees that this Agreement forms part of, and is incorporated into, their contract of employment with the Company.

DEFINITIONS

"Restricted Business" shall mean any business or activity carried on by the Company at any time during the Relevant Period and in which the Employee shall have been directly concerned during the Relevant Period.

"Restricted Clients" shall mean any person, firm or Company or other organisation or entity who was at any time in the Relevant Period a Client of the Company.

"Prospective Clients" shall mean any person, firm, Company or other organisation or entity who at the date of termination of the Employee's employment with the Company was engaged in negotiation with the Company with a view to engaging the Company's services.

"Relevant Period" shall mean the six month period preceding the date of termination of the Employee's employment with the Company, ending on that date.

CLAUSE 1
NON-SOLICITATION AND NON-DEALING COVENANTS

A) Of Restricted Clients:

The Employee shall not, during the period of six months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, company or other organisation or entity either:

- a) conduct Restricted Business; or
- b) canvass or solicit or by any other means seek to conduct Restricted Business;

with any Restricted Client whom the Employee shall have had material dealings in the course of their duties during the Relevant Period.

B) Of prospective Clients:

The Employee shall not during the period of six months after the date of termination of their employment with the Company, directly or indirectly on their own account or on behalf of or in conjunction with any person, firm, company or other organisation or entity either:

- a) conduct Restricted Business; or
- b) canvass or solicit or by any other means seek to conduct Restricted Business;

with any Prospective Client whom the Employee shall have had material dealings in the course of their duties during the Relevant Period.

CLAUSE 2
CONFIDENTIALITY

The Employee shall not make use of, divulge or communicate to any person (save in the proper performance of their duties) any trade secrets or other confidential information of or relating to the Company, or that of other persons or bodies with whom the Company has dealings of any sort, which the Employee may have received or obtained, or has otherwise been acquired by them in confidence, whilst in the employment of the Company. The restriction shall continue to apply after the termination of employment without limit in point of time but shall cease to apply to information ordered to be disclosed by a Court of competent jurisdiction or otherwise required to be disclosed by law.

Confidential information shall include but shall not be limited to 'client information'. 'Client information' includes information relating to:

- a) the names or addresses or telephone numbers of the Company's clients and/or the employees of such clients with whom the Company has had contact.
- b) the requirements of such clients for:
 - i) General building work
 - ii) Property maintenance
 - iii) Roofing and lead work
 - iv) Plastering and rendering
 - v) Painting and decorating
 - vi) Electrical installation
 - vii) Asbestos removal
 - viii) Loft conversion
 - ix) Barn conversion
 - x) Period house renovation
 - xi) Farm renovation
 - xii) New builds
 - xiii) Extension
 - xiv) Insulation
 - xv) Carpentry
 - xvi) Bricklaying
 - xvii) Landscaping and rainage
 - xviii) Swimming pool
 - xix) Pavings
 - xx) Tiling
 - xxi) Demolition
 - xxii) Plumbing and Heating

The Employee is to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of their employment with the Company, or at any other time upon demand, return to the Company any such material in their possession.

CLAUSE 3
COPYRIGHT

All written material, whether held on paper, electronically or magnetically which was made or acquired by the Employee during the course of employment with the Company, is the Company's property and copyright.

At the time of termination of employment with the Company, or at any other time upon demand, the Employee shall return to the Company any such material in their possession.

CLAUSE 4
NON-POACHING OF EMPLOYEES

The Employee shall not either during their employment with the Company or during the period of six months after the date of termination of their employment, directly or indirectly induce or seek to induce any employee who was employed by the Company at the date of termination of the Employee's employment and with whom they had material contact/dealings to leave the employment of the Company, whether or not this would constitute a breach of contract on the part of the aforementioned other employee.

CLAUSE 5
PREVENTION OF EMPLOYMENT BY CLIENTS

The Employee shall not during the period of six months after the date of termination of their employment with the Company directly or indirectly be engaged or employed by any Restricted Client with whom the Employee shall have had material dealings in the course of their duties during the Relevant Period.

CLAUSE 6
NON COMPETITION

- A) The Employee hereby undertakes with the Company that they will not (without the prior written consent of the Company) during their employment and during the period of three months after the date of termination of their employment whether by themselves, through their employees or agents or otherwise or howsoever, and whether on their own behalf of any other person, firm, Company, or other organisation directly or indirectly in competition with the Company, be employed or engaged or otherwise conduct any Restricted Business.
 - B) The employee hereby undertakes with the Company that they will not at any time after the termination of their employment in the course of carrying on any trade or business, claim, represent or otherwise indicate any association with the Company, or for the purpose of carrying on or retaining any business or custom, claim, represent or otherwise indicate any past association with the Company to its detriment.
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CLAUSE 7
INTELLECTUAL PROPERTY

- A) It is anticipated that in the course of the employee's duties they may make or discover intellectual property and in this respect they have a special obligation to further the interests of the Company.
 - B) Intellectual property includes patents, registered or unregistered trademarks and designs, utility models, copyrights, including design copyrights, applications for any of the foregoing and the right to apply for them in any part of the world, discoveries, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research relating to the above, business names, whether registerable or not, moral rights and any similar rights in any country.
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- C) Subject to the provisions of the Patents Act 1977 and the Copyright, Designs and Patents Act 1988, if any time during the employee’s employment they make or discover or participate in the making or discovery of any intellectual property relating to or capable of being used in the business carried on by the Company, the employee must communicate the details forthwith to the Company and such intellectual property will be the absolute property of the Company. At the Company’s request and expense, the employee must give and supply all such information, data, drawings and assistance as may be necessary to enable the Company to exploit the intellectual property to best advantage, and must execute all documents and do such things as may be necessary or desirable for obtaining patent and other protection for the intellectual property in such parts of the world as may be specified by the Company and for vesting the same in our Company or as they may direct.
- D) The employee irrevocably appoints the Company in their name and on their behalf to sign and execute such instruments and do such things and generally to use their name for the purposes of giving to the Company (or their nominees) the full benefit of the provisions of this clause. A certificate in writing signed by the Company that an instrument or act falls within the authority conferred by this clause will be conclusive evidence that such is the case.
- E) If while in the employment of the Company the employee makes, or discovers intellectual property which does not become the property of the Company then, subject to the provisions of the Patents Act 1977, the Company will have the right to acquire for themselves or their nominee the employee’s right therein on fair and reasonable terms, to be agreed or settled by a single arbitrator appointed by the President of Chartered Institute of Arbitrators who shall adjudicate at our joint expense.
- F) The rights and obligations arising under this clause will continue to have full force and effect after the employee’s employment has terminated and will be binding upon their representatives.

CLAUSE 8
SOCIAL MEDIA

Any work content or material, or contacts or connections list, created by the Employee during the course of their employment, on any of their authorised social networking sites (ownership of which vests in the Company) shall remain, at all times, the property of the Company. Accordingly, upon termination of their employment, the Employee shall hand over to the Company, the access rights to their accounts, together with any work content or material, and any contacts or connections list.

SEVERABILITY CLAUSE

Each of the restrictions contained in this Restrictive Covenant Agreement is intended to be separate and severable. In the event that any of the restrictions set out above shall be held to be void, then its/their deletion shall not affect the remainder of this Agreement, whose restrictions shall continue to apply with such deletion as may be necessary to make it valid and effective.

Signed:
(The Employee)

Signed:
On behalf of (The Company)

Name:
(Print)

Name:
(Print)

Dated:

Dated: