

One Size Doesn't Fit All – Non-Compete Unreasonable and Void

“In *Quilter Private Client Advisers v Falconer* the High Court found that a nine month non-compete covenant was in restraint of trade and void. The case is a useful reminder of some factors to take into account when drafting or seeking to enforce covenants to minimise the risk that they will be found to be unenforceable,” post Stefan Martin and Ed Bowyer in *Hogan Lovells*.

“Ms Falconer joined Quilter Private Client Advisers as a financial adviser in January 2019 but resigned during her probationary period because of unhappiness with the level of administrative support she was receiving and restrictions on the products she could recommend to clients. She went to work for one of Quilter’s competitors, which was on the face of it in breach of a nine-month non-compete clause in her contract of employment. Quilter took steps to enforce the covenant, although not for several months after it found out she was working for a competitor, and brought other claims relating to alleged misuse of confidential information and to enforce non-solicitation and non-dealing covenants.”

Read the article.