



Worker non-compete clauses and other restraints

Response to the Competition Review Taskforce
Issues Paper

31 May 2024

Acknowledgements

We acknowledge the Traditional Owners of Country, recognise their continuing connection to land, water, and community, and pay respect to Elders past and present.

We acknowledge the victim-survivors of domestic, family, and sexual violence who we work with and their voices and experiences which inform our advocacy for justice, equality, and safety for women.

About Women's Legal Services Australia

Women's Legal Services Australia (**WLSA**) is the national peak body for 13 specialist Women's Legal Services in each state and territory across Australia, including two First Nations Women's Legal Services. We provide a national voice for Women's Legal Services to influence policy and law reform, and advocate to increase access to gender-specialist, integrated legal services for women.

About Women's Legal Services

Women's Legal Services provide high quality free legal services for women, including legal advice and representation, support services and financial counselling, community legal education, training for professionals, and engage in advocacy for policy and law reform. Some Women's Legal Services have operated for more than 40 years.

WLSA members include:

- Women's Legal Service Victoria
- Women's Legal Service Tasmania
- Women's Legal Service NSW
- Women's Legal Service WA
- Women's Legal Service SA
- Women's Legal Service Queensland
- North Queensland Women's Legal Service
- First Nations Women's Legal Service Queensland
- Women's Legal Centre ACT
- Wirringa Baiya Aboriginal Women's Legal Centre NSW
- Top End Women's Legal Service
- Central Australian Women's Legal Service
- Katherine Women's Information and Legal Service

Contact us

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Executive Summary

Women's Legal Services Australia (WLSA) welcomes the Competition Review's consideration of non-compete clauses and other restraints used in employment and other contracts that restrict workers from shifting to better-paying jobs. In our experience these types of clauses are over-used, regularly misused, and have a significant impact on workers. These clauses and other restraints go further than what courts will usually consider to be enforceable to protect the legitimate business interests of the restrainer.

This submission responds to the Competition Review's Issues Paper and discussion questions on the following topics:

- Impacts of restraint of trade clauses on workers; and
- Restraints on workers during employment.

In preparing this submission, Women's Legal Services engaged in a survey of the clauses that appear in our clients' contracts. The outcomes of this survey demonstrate that non-compete clauses and other restraints are excessive in every aspect – length, geographic location, and scope of activities restrained – for workers in the relevant job type, salary, seniority, and industry.

Non-compete clauses and other restraints act '*in terrorem*' to create fear in the hope of compelling our clients into compliance. This fear persists in our clients despite our advice that the clauses would not be enforceable by the courts. In our experience, it is simple and easy for employers to write a legal letter on termination of a worker reminding them of the operation of these clauses, or setting out concerns regarding possible breaches, and this creates further fear in our clients and restricts their ability to shift to better-paying jobs.

We strongly recommend there should be a strict ban on non-compete clauses and other restraints on workers that prevent them from shifting to better-paid jobs. We also recommend this include a ban on any 'work arounds' to the ban on non-compete clauses, such as imposing excessively long notice periods on workers and restrictions on workers having multiple employers. We suggest these bans are implemented through a staged approach, like the approach adopted for the new prohibition on pay secrecy clauses in contracts of employment. This will lead to better outcomes for women in the workforce.

There are existing legal principles that impose obligations on employees to protect confidential information and trade secrets. Employees also have obligations under the *Corporations Act 2001* (Cth). These are sufficient to achieve any legitimate policy intent behind non-compete clauses and other restraints.

Key recommendations:

- The *Fair Work Act 2009* (Cth) should be amended to impose a strict ban non-compete and other restraint of trade clauses. The use of such clauses should be unlawful and any contract that contains such terms should have no effect.
- There should be a civil remedy provision which allows for employers to be fined if they breach the ban, and this should be drafted similarly to the pay secrecy provisions in the *Fair Work Act* in section 333C and 333D.

Impacts of non-compete clauses on workers

Analysis of impacts on Women's Legal Service clients

Many Women's Legal Services across Australia provide legal assistance and support services to women who are seeking employment advice, including Women's Legal Centre ACT, Women's Legal Service Tasmania, Women's Legal Service NSW, and Women's Legal Services in the Northern Territory. Women often provide their contract of employment to their lawyer for the purpose of seeking that advice. In many cases the advice may not be about the contractual terms, however this information forms a rich source of base material which can be examined by the lawyer.

Attachment 1 is a table with analysis of the types of restraint clauses seen in the contracts and other documents provided by clients of Women's Legal Centre ACT for the period from 5 August 2024 to 31 May 2024.

This table demonstrates that the use of restraints is extensive and often the restraints bear no real connection to the type of work, type of employment, seniority of the worker, or industry in which the employee works. They are broad ranging and often cascading, with many restraints said to operate for two years across a wide geographic region. We note 12 months is the most common period of restraint. While many restraints list specific activities like non-solicitation of clients or employees, a significant proportion also impose a bare restraint in competition and working for similar or competing businesses to the employer.

In almost all cases, no effort has been made by the employer to identify with any specificity the business interest that is intended to be protected by the clause. Instead, we see employers adopting a cookie-cutter approach and relying on standard templates.

Example of an egregious restraint clause

We have provided below an example of a restraint clause, extracted in full, from a client's contract of employment. According to Women's Legal Centre ACT, this is one of the most egregious examples of a restraint clause they have seen, and the client was earning \$80,000 as a low-level IT Officer in an Australian based IT company with offices in Canberra and Sydney.

Example of a restraint clause in the employment contract of a Women's Legal Centre ACT client

Restraint of Trade: You must not during or after termination or expiry of your employment, without our prior written consent, in the Restraint Area and for the Restraint Period, either directly or indirectly, alone or jointly with or on behalf of any other person in any capacity, including:

- in partnership or in association with any other person;
- as agent, representative, director, officer or employee of any other person;
- as member or shareholder of or holder of any other security in or from any other person; or
- as trustee of or as a consultant or adviser to any other person:

- (1) carry on, operate or be engaged or interested or employed in any business which carries on a business the same as or similar to our business or the part of our business in which you were involved while employed by us.
- (2) interfere with, disrupt or attempt to disrupt, or procure or solicit any other person to interfere with, disrupt or attempt to disrupt the relationship, contractual or otherwise, between us and any of our clients with whom you were introduced to or had business contact with during your employment;
- (3) induce, encourage or solicit any of our employees, contractors or agents to leave our employment or agency or to cease providing services to us; and
- (4) procure or solicit any other person to induce, encourage or solicit any of our employees, contractors or agents to leave our employment or agency or to cease providing services to us.

This restraint does not prevent you from owning shares in publicly listed companies.

Each of the restraints contained in this clause has effect as a separate, severable and independent restraint and is intended by the parties to be enforceable accordingly, so that the invalidity or unenforceability of any restraint, in whole or part, does not affect the validity or enforceability of any other restraint.

You acknowledge that each of these separate provisions is a fair and reasonable restraint of trade.

If there is any inconsistency or contradiction between several restraints which are not invalid or unenforceable, the restraint with the widest Restraint Area and the longest Restraint Period, to the exclusion of any other restraint, constitutes the agreed restraint.

This provision continues to apply after this agreement comes to an end.

"Restraint Area" means:

- (1) the World;
- (2) Europe, North America and Oceania;
- (3) Oceania;
- (4) Australia;
- (5) Australian Capital Territory, New South Wales, Queensland and Victoria;
- (6) Australian Capital Territory; or
- (7) the area within twenty kilometres from the Canberra GPO.

"Restraint Period" means:

- (1) two years;
- (2) twelve months;
- (3) six months;
- (4) three months; or
- (5) one month.

Lack of enforceability and creating unnecessary fear

It is very rare that a bare restraint on competition would be held to be enforceable in the absence of any compelling and protectable legitimate business interest. The majority of Women's Legal Service clients are not highly paid senior employees in specialised niche industries. Their ability to cause any damage to the businesses they leave is minimal or non-existent. They do not have access to confidential information or trade secrets, or relationships with key clients, suppliers or customers.

In general, the advice of Women's Legal Services in respect of these clauses falls into three categories:

- (a) that the clause is patently unenforceable as it is too extreme and unreasonable;
- (b) that there may be some limited application of the restraint, but that it requires the employer to take some kind of court action against the former employee, either by getting an injunction to restrain the offending conduct, and/or seek damages for any loss that has been suffered, and this may never happen; or
- (c) due to the cascading drafting of many restraint clauses it is not possible to give definitive advice as the clause can operate in so many different permutations and combinations. The uncertainty with the advice adds to the client's confusion because they usually just want to know what they can or cannot do.

Despite our best efforts at advising with as much certainty as is reasonably possible, these clauses operate '*in terrorem*' to create fear in the hope of compelling our clients into compliance – clients are frightened that they may still operate despite our advice and therefore comply with the restrictions, either wholly or in part, when legally they do not need to.

Many clients assisted by Women's Legal Services are not aware that there are any post-employment restrictions in their employment contract, and only become aware of the clauses after they are terminated. It is not uncommon for the employer to include in a termination letter language that brings the clause to their attention and operates as a threat of legal action. This often adds to the distress of the termination, and again terrorises the client into thinking they have to modify their behaviour post-termination in order to avoid legal action.

The below example demonstrates the type of language often used in termination letters.

Example of language in a client's termination letter

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We also take this opportunity to draw your attention to sections 182 and 183 of the Corporations Act 2001 (Cth) (Act). In particular, section 183 of the Act prohibits an employee of a corporation from improperly using information obtained by reason of their employment to gain an advantage for themselves or someone else, or to cause detriment to the corporation.

We further want to remind you of your enduring obligations to our organisation to not engage in any attempts to compete with our organisation, solicit clients or engage in any anti-competitive behaviour in line with clauses 13.1 to 13.8 of your employment contract.

Following termination, a client may receive a letter threatening legal action if they breach the restraints in their employment agreement, particularly after the employer becomes aware that they have found another job. These letters are sometimes written by lawyers, but often come from the employer directly, and further add to the distress of employees, causing them to modify their behaviour even though the legality of the restraint has not yet been established by any court, and is most likely unenforceable.

The *Fair Work Act 2009* (Cth) should be amended to impose a strict ban non-compete and other restraint of trade clauses. The use of such clauses should be unlawful and any contract that contains such terms should have no effect. There should be a civil remedy provision which allows for employers to be fined if they breach the ban, and this should be drafted similarly to the pay secrecy provisions in the *Fair Work Act* in section 333C and 333D.

Responses to Discussion Questions

1. **Does the common law restraint of trade doctrine strike an appropriate balance between the interests of business, workers and the wider community? If so, what alternative options are there?**

The common law restraint of trade doctrine strikes an appropriate balance between the interests of business, workers, and the wider community however it is not applied appropriately in practice. The doctrine is applied more widely than the law would recognise as being appropriate, and operates unchecked in many cases. Workers often modify their behaviour due to employers applying the doctrine incorrectly, and without any legal certainty or ruling on the enforceability of the restraint clauses.

The common law restraint of trade doctrine also reverses the presumption that restraint clauses are against the public interest, and reverses the obligation on employers to only impose restraint of trade where it is enforceable because they can easily impact the behaviour of workers through fear, and can avoid establishing the validity of their employment contracts.

2. **Do you think the Restraints of Trade Act 1976 (NSW) strikes the right balance between the interests of business, workers and the wider community? Please provide reasons. If not, what alternative options are there?**

The Restraints of Trade Act 1976 (NSW) provides that drafting of employment contracts does not need to be done in a cascading fashion and this allows for severability of any over-reach provisions. While it is an improvement that cascading clauses are not required in NSW, there is still uncertainty as to the

operation of these clauses – clauses can be read down by a Court, modifying the operation of these clauses.

In practice, restraint clauses are still drafted unlawfully in NSW and often go further than what would be enforceable.

3. Are current approaches suitable for all workers, or only types of workers? For example, senior management, low-income workers, or care-workers etc?

Non-compete clauses and other restraints should be banned for all employees. Employees have obligations of fidelity to their employer, and coupled with existing rights under the Corporations Act, and protections of confidentiality and intellectual property, these measures are suitable to protect the abuse of legitimate business interests.

4. Would the policy approaches of other countries be suitable in the Australian context? Please provide reasons.

The total ban being proposed in the United States should be adopted in Australia for the reasons outlined above.

5. Are there other experiences or relevant policy options (legislative or non-legislative) that the Competition Review should be aware of?

The *Fair Work Act 2009* (Cth) should be amended to impose a strict ban non-compete and other restraint of trade clauses. The use of such clauses should be unlawful and any contract that contains such terms should have no effect. There should be a civil remedy provision which allows for employers to be fined if they breach the ban, and this should be drafted similarly to the pay secrecy provisions in the Fair Work Act in section 333C and 333D.

Restraints on workers during employment

Secondary employment

Women's Legal Services regularly assist clients who have multiple casual jobs, or a mix of traditional employment and gig work. In those situations, most clients are able to manage the competing obligations, such as confidentiality, that they have to each employer.

Any effort to outlaw or restrict the possibility of more than one type of 'work' can operate as a restraint and unduly restrict a workers' ability to engage in other work. This particularly impacts workers in precarious or more fragmented employment, many of whom are women.

One way that employers (including Government) try to manage any conflict between roles during employment is that approval is required for secondary employment. This can be a way to manage any possible conflict in loyalty, however it can also be used to restrict employee activity. Sometimes the secondary employment rules are set out in a Code of Conduct. This can be a more transparent way to deal with competing interests than through restrictive covenants, although Women's Legal Services have also advised clients where a very heavy-handed approach to the interpretation of the secondary employment policy has restricted the client's ability to work in that secondary role.

If the first employer does not grant approval for the secondary employment, the employee does not have any real way to challenge that decision as it is matter of employer discretion.

Below is an example of a secondary employment clause in an employment contract for a client of Women's Legal Centre ACT.

Example of a secondary employment clause

SECONDARY EMPLOYMENT & CONFLICT OF INTEREST

You agree to seek the Society's consent prior to undertaking secondary employment. The Society may decide to approve secondary employment, or conditionally approve secondary employment if a conflict of interest, whether perceived or real arises.

You agree to notify the Society in writing of any conflict of interest, pecuniary or non-pecuniary, that may arise during your employment with the Society. You agree to take any reasonable action the Society may require for the management of the conflict of interest.

The current legal framework for dealing with work, health and safety concerns, misuse of confidential information and intellectual property is sufficient to capture circumstances in which an employee is working in a second role that would create a conflict with the first employer.

Instead of asking the employee to get permission, at its highest the only obligation on the employee should be to notify the first employer if they have secondary employment. The employer can use existing legal rights to assess if that presents any problems. The employee should not have to seek permission to engage in other work.

If an employee is terminated from their first employer because of their secondary employment they can bring an unfair dismissal claim. This would look at whether there was a 'valid reason' for the termination and would examine whether there was any conflict of obligations, or a need to stop the employee from taking up secondary employment.

If a decision is made that an employee must not take up secondary employment because it is not 'permitted', that decision to not allow secondary employment should be reviewable under the Fair Work Act, in the General Protections provisions.

Currently these decisions are not reviewable as they relate to a current employer making a decision that will impact prospective employment with another employer, not the employee's existing employment. This could be amended by adding another category of adverse action to section 342 of the Fair Work Act to cover action taken by an employer against an employee who is a prospective employee of another employer. This would make the decision to not allow secondary employment reviewable by the Fair Work Commission.

Lengthy notice periods

The use of lengthy notice periods is another type of restriction imposed during employment. Lengthy notice periods can be used as a way to keep an employee out of the labour market.

While employed, an employee still has all the existing obligations of good faith and fidelity to their employer, even if they are not actively working. This is sometime called 'garden leave' and in the experience of Women's Legal Services it is much more common with senior management roles than junior staff. If coupled with a post-employment restraint of any kind, a lengthy notice period can extend the operation of the restraint for effectively the length of the extended notice period. This can impact on the ability of the employee to remain current, and depending on the nature of the restraint, may keep them out of the market.

Some courts have been prepared to recognise that the restraint period should take into account any period of 'garden leave' (see for example: *Tullett Prebon (Australia) Pty Limited v Simon Purcell* [2008] NSW SC852), which addressed the enforcement of non-competition obligations during the term of an employment contract, in circumstances where the employee was on 'garden leave' (although it should be noted that this was a decision in NSW).

The use of extended notice periods could be curtailed by legislative reform to provide that any notice period that is a prescribed multiple of the Fair Work Act National Employment Standards (NES) notice periods will be valid, but any notice period above that will be subject to approval by the Fair Work Commission.

For example:

- For an employee under the high-income threshold in the Fair Work Act: maximum notice 3 times the NES maximum period for that employee is automatically valid (this would mean a maximum of 15 weeks for an employee over 45 years of age with more than 5 years service)
- For an employee over the high-income threshold: maximum notice 5 times the NES maximum for that employee is automatically valid (meaning a maximum of 25 months for an employee over 45 years of age with more than 5 years service)
- If an employer wants to impose a longer period of notice they can apply to the Fair Work Commission to approve a longer notice period, taking into account the role, seniority, and any employer justification for any longer period and employee opposition.

If part of the purpose of a notice period is to allow the employer time to find a replacement employee, yet at the same time the employer insists on a long notice period in which that employee does not work, then it is hard to argue that there would be many situations where more than nearly 6 months notice would be appropriate.

Responses to Discussion Questions

13. When is it appropriate for workers to be restrained during employment?

It is appropriate for workers to be restrained during employment if their activity poses a risk to their workplace health and safety or the safety of others in the workplace, or their activity is in breach of their duty of fidelity to their employer. However, this can be managed with existing laws instead of by imposing restraints during employment.

14. Is it appropriate for part-time, casual and gig workers to be bound by a restraint of trade?

It is not appropriate for part-time, casual and gig workers to be bound by a restraint of trade and to do so limits their ability to find other work. There are other remedies available to an employer who considers that there has been a breach of the employee's duty of fidelity, confidentiality, or infringement of intellectual property rights of their former employer.

Attachment A: Analysis of restraint clauses for Women's Legal Centre ACT clients

Source of restraint	Job title	Employment status	Remuneration (per annum FTE or per hour)	Type of restraint	Max restraint area	Max restraint length from termination	If cascading - specify details
Letter of post-employment restraints	Supervisor	casual	\$36.20 per hour	Non-solicitation of clients, non interference with clients, employees or suppliers except three clients named.	indefinite	indefinite	No
Employment Contract	Deployment Officer	Full-time	\$80,000	not to be engaged in competing business, non-solicitation of clients, non-solicitation of employees, non-interference with clients	the world	two years	Yes, world; Europe, Oceania, north America; Oceania; Australia; ACT, NSW, QLD, VIC; ACT; 20km of Canberra GPO. 2 years, 12 months, 6 months, 3 months, one month.

Employment Contract	Technical Solution Officer	Full-time		not to engage in competing business, non-solicitation of clients or suppliers, non-solicitation of employees, non-interference with clients, suppliers, employees, contractors.	The World	24 months	Yes, world; Europe, Oceania, north America; Oceania; Australia; ACT, NSW, QLD, VIC; ACT; 20km of Canberra GPO. 2 years, 12 months, 6 months, 3 months, one month.
Employment Contract	Director - Corporate Affairs	Full-time and made redundant	\$130,000	not to engage in any competing activity, non-solicitation of employees, non-solicitation of clients.	Whole World	24 months	Yes: world, Aus, NSW VIC ACT QLD, NSW VIC ACT, NSW ACT. 24, 20, 16, 12, 8, 6, 4 months
Employment Contract	Customer Service Specialist	Part-time	\$39,977.60	not to engage in similar or competing business, non-interference with clients, employees, suppliers, non-solicitation of employees.	Any country in which the company or group operates and sells products	24 months	Yes: any country in which company operates, Australia, VIC NSW QLD, VIC NSW, VIC; and 24, 12, 9, 6, 3 months

Employment Contract	Photographer	casual	\$29.20 per hour or \$32.00 per hour	Non-solicitation of clients not to be engaged by any competing business non-solicitation of employees non interferences with clients, employees or suppliers	Victoria	2 years	yes, 24m for Kindergarten and Family Portrait Fundraiser work, 12 months for commercial and privately commissioned family and children portrait work, 12 months for kindergarten and family portrait work, 6 months for commercial and privately commissioned family and children portrait work. Victoria, Melbourne, 20km, 10km from any location worked.
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employment contract	Cyber Security Trainee	full-time	\$55,000	Non-compete non-solicitation of clients non-solicitation of employees and clients, directors, agents, reps, widely defined non-interference with relationships	100km	2 years	yes, 100km, 50 km, 25 km for 2 years, 12 months, 6 months
Employment Contract	Area Manager	full time	per award	Non-solicitation of clients or suppliers, non- solicitation of employees, engage in a competing business	100km	2 years	yes, 100, 50, 25, 10km and 24, 18, 12, 6 months
Employment Contract	NDIS Support Worker	casual	per award	non-solicitation of clients, non-solicitation of employees, not to engage in competing business	100km	24 months	Yes: 100, 50, 25, 10km. 24, 18, 12, 6 months
Employment Contract	NDIS Support Worker	casual	per award	non-solicitation of clients, non-solicitation of employees, not to engage in competing business	100km	24 months	Yes: 100, 50, 25, 10km. 24, 18, 12, 6 months
Employment Contract	NDIS Team Leader	Part-time	per award	non-solicitation of clients, non-solicitation of employees, not to engage in competing business	100km	24 months	Yes: 100, 50, 25, 10km. 24, 18, 12, 6 months

Employment Contract	Dentist	Full-time	\$144,000	not to be engaged in competing business, non-solicitation of clients, suppliers, non-solicitation of employees, non-interference with clients, employees, suppliers.	5km	2 years	No.
Employment Contract	Consultant	Full-time and made redundant	\$82,500	non-solicitation/non-cavass of clients, non-solicitation of employees	Australia	12 months	Yes: 12, 6, 3 months. Australia, the state or territory in which you predominately worked during last 12 months of employment.
Employment Contract	Vacation Planner	Full-time	\$24.76 per hour	not to carry on, be interested in any capacity, be engaged in competing business, non-solicitation of employees, non-solicitation of clients.	Australia	12 months	Yes: Aus, QLD, Gold Coast. 12, 6, 3 months
Employment Contract	Account Manager	Full-time	\$93,636	non-solicitation of clients, not to engage in competing business, non-solicitation of employees.	Australia	12 months	Yes: Aus, ACT, 10km. 12, 9, 6, 3 months

Employment Contract	Business Travel Consultant	Full-time	\$68,000	Not to be engaged in competing business, non-solicitation of clients, non-solicitation of suppliers, work in any position in which you may be able to use confidential information, non-interference with employees, clients, suppliers non-solicitation of employees, non-disparagement.	Australia	12 months	Yes: Aus, ACT. 12, 6, 3 months.
Employment Contract	Training Assistant Manager	Full-time		not to engage in similar business, non-solicitation of clients, non-solicitation of employees.	"within the area of any cities where English Wise branches are located"	12 months	No.

Employment contract	Beauty Therapist	full-time	per award	Non-solicitation of clients not to be engaged by any competing business non-solicitation of employees non interferences with clients, employees or suppliers	50 km	12 months	yes, 50, 25, 10 km for 12, 6 or 3 months
Employment Contract	Practice Manager	Part-time	\$35 per hour	non-solicitation of clients, not to engage in competing business, non-solicitation of employees, non-interference with clients, employees or suppliers.	50km	12 months	Yes: 50, 25, 10km and 12, 9, 6 months
Employment Contract	Therapy Assistant	Full-time	\$32 per hour	non-solicitation of clients, not to engage in competing business, non-solicitation of employees, non-interference with clients, employees or suppliers.	50km	12 months	Yes: 50, 25, 10km and 12, 9, 6 months
Employment Contract	Professional Organiser	Part-time	\$40 per hour	not to engage in competing business, non-solicitation of employees, non-solicitation of clients.	50km	12 months	No.

Employment Contract	1st year Apprentice Hairdresser	Full-time	\$39,559	non-solicitation of clients, not to engage in competing business, non-solicitation of employees, non-interference with clients, employees or suppliers.	30km	12 months	Yes: 30, 20, 10km and 12, 6, 3 months
Employment Contract	Patient Services Administrator	Full-time	\$79,560	Non-solicitation of clients, not to be engaged in any competing business, non-solicitation of employees, non interference with clients, employees, or suppliers.	25km	12 months	No
Contractor Agreement	Real Estate Salesperson		Commission	not to be engaged in competing business, non-solicitation of clients and suppliers, non-solicitation of employees, non-interference with clients, suppliers, employees.	20km	12 months	Yes: 20, 10, 5km. 12, 6, 3 months
Employment Contract	Women's & Pelvic Health Physiotherapist	Part-time	\$35 per hour	not to establish a business in direct competition, non-solicitation of clients, non-solicitation of employees.	5km	12 months	No.

Employment Contract	Educator	casual	\$32.14 per hour	non-solicitation of employees, suppliers, clients, not to be engaged in competing business	2km	12 months	No.
Settlement deed	Family Day Care provider	part-time and made redundant	per child/day	limit on communication with Stakeholders non-solicitation of employees non-solicitation on attempting to persuade Stakeholders to cease services to or from NFP		12	yes on time only - 12, 9 or 6 months
Settlement deed	Family Day Care provider	part-time and made redundant	per child/day	limit on communication with Stakeholders non-solicitation of employees non-solicitation on attempting to persuade Stakeholders to cease services to or from NFP		12	yes on time only - 12, 9 or 6 months

Employment Contract	Cardiac Scientist and Clinical Trials and Research Assistant	Full-time	\$50,000	non-solicitation of clients, non-solicitation of employees, not to do business dealings with a client, not to be an employee or contractor of a client. Non-interference with clients.		12 months	Yes: 12, 9, 6, 3 months
Employment Contract	Cardiac Scientist	Full-time	\$50,000	non-solicitation of clients, non-solicitation of employees, not to do business dealings with a client, not to be an employee or contractor of a client. Non-interference with clients.		12 months	Yes: 12, 9, 6, 3 months
Employment Contract	Cardiac Scientists and Medical Administration + Receptionist	Full-time	\$55,000	non-solicitation of clients, non-solicitation of employees, not to do business dealings with a client, not to be an employee or contractor of a client. Non-interference with clients.		12 months	Yes: 12, 9, 6, 3 months
Employment Contract	Associate Research Manager	part-time and made redundant	\$58.20 per hour	non-solicitation of clients, non-solicitation of employees.		12 months	No

Employment Contract	Practice Manager	Full-time	\$100,000	non-solicitation of clients, non-interference with clients		12 months	Yes: 12, 9, 6, 3 months.
Employment Contract	Executive Assistant to Managing Director	Full-time	\$90,000	non-solicitation of clients, not to be engaged in competing business, non-interference with clients, non-solicitation of prospective employees.	"Each state and territory in which you had business dealings during the last 12 months of employment"	6 months	Yes: 6 months, 3 months
Employment Contract	Rehabilitation Consultant	Full-time	\$65,000	non-solicitation of employees, non-solicitation of clients, non-interference with clients, employees, suppliers, be interested in competing business.	NSW	6 months	Yes: NSW, Sydney, 25, 15, 5km. 6, 3 months.
Employment Contract	Reception/Administration Officer	Full-time	\$54,750	non-solicitation of clients	ACT	6 months	No.
Employment Contract	Airline Services Trainee	Part-time	per enterprise agreement	Non-solicitation of clients, non-solicitation of employees, non-interference with clients, suppliers.	Any airport in a capital city in Australia (excl Darwin and Hobart)	6 months	Yes: Any airport in a capital city in Australia (excl Darwin and Hobart), Canberra airport. 6, 3 months

Employment Contract	HCA - Key Worker	Part time	\$31.41 per hour	non-solicitation of clients, not to be engaged with any competing business, non-solicitation of employees, non-interference with clients, employees or suppliers.	50km	6 months	No.
Employment Contract	Home Care Worker	Part-time	\$29.51 per hour	non-solicitation of clients, non-solicitation of employees/contractors	50km	6 months	Yes, 50, 25, 10km and 6, 4, 3 months
Employment Contract	Home Care Worker	casual	\$37.64 per hour	not to provide the same or similar services to any client, non-solicitation of clients, non-solicitation of employees, non-interference with clients, employees, suppliers	Canberra	6 months	Yes: Cbr, 30km, 10km. 6, 3 months
Employment Contract	Pilates Instructor	casual	\$31.09 per hour	not induce employees to leave not be employed by a client not become an employee of a client not be associated with or engaged by a competing business	5km from work	6 months	no

Employment Contract	Administration Assistant	Full-time	\$49,400	non-solicitations of clients, non-solicitation of employees, non-interference with clients, employees, suppliers		6 months	No.
Employment Contract	Project Coordinator and Class Coordinator	Part-time	\$24.67 per hour	non-solicitation of clients.		6 months	Yes: 6, 3 months.
Employment Contract	Chef de Partie	Full-time	\$60,000	Non-solicitation of clients, suppliers, contractors, investors. Non-solicitation of employees.		6 months	No.
Employment Contract	Account Manager	Full-time	\$85,000	not to engage in competing organisation, not to be involved with clients, non-solicitation of clients.	N/A	6 months	No