

## Terms restricting a workers actions

Sometimes employers might include employment contract terms that restrict a worker's actions.

This might include stopping them from:

- working for another employer – known as an 'exclusivity clause'
- taking specific actions after they leave that are in conflict with their employer's interests – known as a 'restrictive covenant'

### Exclusivity clauses

Exclusivity clauses are to stop a worker from either:

- working for another employer
- working for another employer without consent

### If someone's on a zero-hours contract

By law (Employment Rights Act 1996), if someone is on a [zero-hours contract](#), their employer must not:

- try to stop them working for another employer by putting an exclusivity clause in their contract
- treat them less favourably if they also work for another employer
- dismiss them for working for more than one employer – this could be an [unfair dismissal](#)

### If someone earns below the lower earnings limit

The law banning the use of exclusivity clauses also applies when someone's weekly income is below or equivalent to the lower earnings limit (LEL).

The government sets the lower earnings limit each tax year. The lower earnings limit is £125 per week (£129 from 6 April 2026).

If you have any questions about the lower earnings limit, [contact HM Revenue and Customs \(HMRC\)](#).

### If an employer includes an exclusivity clause that's against the law

The law banning the use of exclusivity clauses still applies even if the employer:

- has included an exclusivity clause in the contract
- says a worker has broken their contract by working for another employer

This is because an employer cannot enforce a clause that is against the law.

If someone feels that their employer is including a clause that is against the law, it's a good idea to raise this informally first. They can do this by [talking with their employer](#).

## Restrictive covenants

In some circumstances, employers can include a 'restrictive covenant' in an employment contract. They are used in the contracts of those with the [legal status of employee](#).

Someone is not likely to be an employee if they're:

- an agency worker
- a casual worker
- on a zero-hours contract

Restrictive covenants restrict employee's activities after they leave, to protect the employer's business interests.

Some examples of restrictive covenants include:

- 'non-competition' – preventing employees from working for a competitor or starting a competing business for a period of time, or within a certain distance
- 'non-disclosure' – preventing employees from sharing sensitive or confidential information after they leave
- 'anti-poaching' – preventing employees from encouraging others to leave with them
- 'non-solicitation' – preventing former employees from trying to get the business of their previous employer's clients or customers

An employer will not usually be able to enforce restrictive covenants unless they're clear, specific and time-restricted. Even then, this area of the law can be complex.

If you have questions you can [contact the Acas helpline](#).

If you're an employer, you should consider [getting legal advice](#) before including restrictive covenants in contracts.