Workx Advocaten

NON-COMPETE AND NON-SOLICITATION CLAUSES

With these clauses an employer restricts what an employee may do after the employment contract ends. They protect business interests but may go no further than necessary. The rules are in **Article 7:653 of the Dutch Civil Code**.

Non-compete clause (concurrentiebeding)
Prohibits the employee from doing competing work after leaving, as an employee or in their own business. Usually limited in activities, area and duration.

Non-solicitation clause (relatiebeding)
Narrower: after leaving, the employee may not do business with the employer's clients or business contacts. Working elsewhere is usually allowed.

01. WHEN IS THE CLAUSE VALID?

In writing

Signed by the employee: in the employment contract itself, or in a signed document referring to rules containing the clause that the employee has received.

Adult employee

The employee is 18 or older when the clause is agreed.

Permanent contract, or fixed-term with reasons

For a permanent contract no reasons are required. For a fixed-term contract, the clause must state in writing and specifically why it is necessary because of **compelling business or service interests**.

02. WHAT THE COURT CAN DO, AND WHEN THE CLAUSE DOES NOT APPLY

ANNUL **IN FULL**

For a fixed-term contract: if the compelling interest is absent.

ANNUL **IN FULL OR IN PART**

If the employee is unfairly disadvantaged in relation to the employer's interest. The clause may, for example, be cut back in duration or area.

CANNOT BE **INVOKED**

Does the employment contract end, or is it not continued, because of seriously culpable acts or omissions of the employer? Then the employer cannot invoke the clause.

AWARD **COMPENSATION**

If the clause significantly hinders the employee, the court may award equitable compensation. Not if the end is due to seriously culpable conduct of the employee.

Penalty: many clauses include a penalty for breach. The court may reduce a penalty if fairness clearly requires it.

CHECKLIST **FOR EMPLOYERS**

- [ ] Agree the clause in writing, with an adult employee.
- [ ] Fixed-term contract? State specifically and in writing which compelling interest makes the clause necessary.
- [ ] Define the scope: which activities, which competitors or clients, which area and how long. The broader it is, the more likely the court will cut it back or annul it.
- [ ] Would a non-solicitation clause be enough? It is less burdensome for the employee.
- [ ] Does the position change substantially, making the clause more onerous? Then agree it again in writing.
- [ ] Make sure you can substantiate your interest in enforcement.

BILL · NOT YET LAW

The government wants to modernise the non-compete clause. According to our article, the bill was with the Council of State for advice. It is **not yet law**. Under the bill, among other things:

- the clause could last no more than one year (no duration or longer: would be invalid);
- a clearly defined geographical area would be mandatory;
- the employer would have to invoke the clause in writing in good time, as a rule at least one month before the end;
- the employer would have to pay 50% of the last monthly salary for each month in which it invokes the clause;
- an existing clause of more than one year would automatically be reduced to one year.

More in our article (in Dutch): www.workxadvocaten.nl/en/artikel.html?a=modernisering-van-het-concurrentiebeding-ter-bevordering-van-mobiliteit

Based on the law in force (Article 7:653 of the Dutch Civil Code); bill: our article of 16 July 2026, updated November 2026
This document does not constitute legal advice and is for illustrative purposes only.

NEED MORE TIPS **OR ADVICE?**

We are happy to help. Get in touch with us!