

Injunction granted in LinkedIn case in favour of employer

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In *Whitmar Publications Ltd v Gamage*, the High Court issued an injunction ordering three ex-employees to hand over, to their

former employer, the *'access, management and control'* of LinkedIn groups they had set up on its behalf.

Mr Gamage and two colleagues left Whitmar to set up a rival publishing company, Earth Island. In doing so, they utilised Whitmar's LinkedIn groups to send invitations to Earth Island's launch party.

In granting the injunction, the court held that Whitmar was likely to establish at a full hearing that the ex-employees had created competing LinkedIn groups during their employment, with the intention of building their own database of contacts based on Whitmar's confidential data. They also found that Whitmar had a proprietary interest in the LinkedIn Groups even though LinkedIn's own terms and conditions say that the information belongs to the account holder.

The growing use of LinkedIn in attracting business both legitimately and unlawfully means it is important that employees have social media policies that state that LinkedIn accounts are owned and controlled by the employer. Employment contracts should also state that employees must disclose and disconnect from all connections belonging to an employer on termination of employment. Termination payments in settlement agreements should be made conditional on such compliance.

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