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## **AGENCY AGREEMENT**

THIS AGREEMENT is made on [Insert day, month, year]

BETWEEN

[Insert name and address of the organisation appointing the Agent], ("the Principal")

AND

[Insert name and address of the Agent], ("the Agent")

WHEREBY IT IS AGREED as follows:

### **1. Interpretation**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

## **2. Terms of Agency**

**2.1** The Principal hereby appoints the Agent as the [Please specify - exclusive / non-exclusive] Agent for the purpose of marketing, promotion and canvassing for sales of the Principal's products to customers resident or carrying on business in the Territory, (as set out in the Schedule to this Agreement).

**2.2** Subject to Clause 9 this Agreement shall remain in force for a minimum period of [Specify period of the agreement, e.g. 12 Months] from the date of signature by the parties and thereafter unless or until terminated by either party giving the other not less than [Specify period of notice prior to termination, e.g. 1-3 Months] prior notice in writing, such notice to expire at the end of said period of the Agreement or any time thereafter.

**2.3** The Principal shall pay commission to the Agent in accordance with Clause 3 of this Agreement.

**2.4** The Principal reserves the right to refuse any orders for the products on any grounds but if the Agent so requests, the Principal shall supply the Agent with reasons for such refusal.

**2.5** Nothing in this Agreement or otherwise shall make the Agent an employee of the Principal.

**2.6** This Agreement or any rights, duties and obligations hereunder shall not be assigned or transferred by either party without the prior consent in writing of the other party.

## **3. Commission**

**3.1** During the period of this Agreement the Agent shall be paid commission in accordance with the relevant percentage or percentages set out in the Schedule to this Agreement such percentages to be calculated on the net invoice price of all products sold to customers in the Territory as a result of orders received from the Agent after deduction of all taxes, levies or other deductions of any kind which may be made from the commission or required to be paid by either party in respect of such commission.

**3.2** Commission will be paid in respect of each order accepted by the Principal at the end of [Specify period, e.g. 1-12 Months] following the month in which the Principal accepts that order and which is not subsequently cancelled either by the customer or the Principal. Any such cancellations will not affect the commission payable if such cancellation has occurred because of the default or negligence of the Principal.

**3.3** The Principal will provide to the Agent a [Specify period monthly / quarterly] statement of commission due to him and no later than the end of

the month following the preceding period.

**3.4** Should the Principal deal directly or through another agent with a customer generated by the Agent then the Agent will be entitled to a reduced commission of [Specify commission percentage, e.g. 10%] % in place of the normal commission on the transaction payable in accordance with this Clause 3.

**3.5** Following termination of this Agreement in accordance with Clause 2.2 and Clause 9 the Agent shall be entitled to commission on all orders which reach the Agent or the Principal prior to the date of termination and on all orders arising from the Agent's efforts prior to the termination and which have concluded within a period of [Specify period, e.g. 1-12 Months] of the date of termination.

**3.6** Unless otherwise agreed the Agent shall not be entitled to reimbursement by the Principal of any out-of-pocket expenses incurred by the Agent in connection with his duties and responsibilities under this Agreement.

**3.7** The Agent or his authorised representative shall be entitled, on giving reasonable prior notice to the Principal to inspect the books of account of the Principal and all other such records or documents necessary to check the amount of commission due to the Agent. The Agent shall keep all such information obtained strictly confidential.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

**4. Duties and Responsibilities of the Agent**

**5. Duties and Responsibilities of the Principal**

**6. Anti-Bribery Compliance**

**7. Intellectual Property**

**8. Data Protection**

**9. Termination**

**10. Compensation & Indemnity**

**11. Force Majeure**

**12. Notices**

**13. General**

#### **14. Jurisdiction**

This Agreement shall be construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have signed this Agreement the day, month, and year first above written.

[Insert Principal Name]

[Insert name of person signing on Principal's behalf]

[Insert their position]

Signature: \_\_\_\_\_

[Insert Agent Name]

[Insert name of person signing on Agent's behalf]

[Insert their position]

Signature: \_\_\_\_\_

#### **Schedule**

##### **Products**

The Agent will market, promote, and canvass for sales for the following products:

[Insert full product list and description]

##### **Territory**

The geographical area of the customer base of the Agent will be:

[Insert territory, e.g. UK, Europe, US or Worldwide]

##### **Commission**

The Agent will be entitled to the following percentage of the net invoice price of each product sold:

[Insert commission percentage] %

**Targets**

The Agent will meet the following minimum targets for the territory, averaging leads generating orders to the value of [Insert either number of units or total value of sales during stated period] per month.

**Intellectual Property**

The Principal will grant a non-exclusive, royalty free licence to the Agent to use the following trademarks and other intellectual property:

[Insert intellectual property details]

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