

**This is a sample – not the full document**

**Buy the full document in Word format.  
Select from the following options:**

[Agency Agreement](#)

[Business Pack](#)

[Staff Handbooks](#)

## **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 6 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 the following 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 monthly statement of commission due to him no later than two weeks after the end of each month.

**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 reduced commission percentage, e.g. 5%] % 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 three 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.

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

**4.1** Whilst acting as the Agent for the Principal, the Agent will not act as an agent for or otherwise directly or indirectly market, promote or canvass for products which are similar to or compete or are likely to compete with any of the Principal's products, unless the Agent obtains the Principal's prior consent in writing.

**4.2** The Agent shall at all times act with all due diligence and act in good faith and follow and observe all reasonable instructions given by the Principal regarding the products and any activities under this Agreement and use his best endeavours to increase the sale of products in the Territory.

**4.3** The Agent shall be responsible for his own operating expenses including his own transport and shall, if so, required by the Principal maintain and provide at his own expense such offices and premises, administration, marketing, and other facilities necessary for the efficient performance of his obligations under this Agreement.

**4.4** The Agent shall communicate to the Principal all information relevant or useful for the business of the Principal including competitor activity, product reliability, sales prospects, and other marketing information as well as any unauthorised use by third parties of the Principal's trademarks, patents, or other intellectual property rights.

**4.5** The Agent shall pass on all orders, tenders, and requests in respect of

the Principal's products to the Principal within a reasonable period of time.

**4.6** The Agent shall not during the period of this Agreement or after the termination of this Agreement disclose or permit to be disclosed to any third parties without the prior consent of the Principal and shall use only for the purposes of this Agreement any confidential information, trade secrets or proprietary data concerning the Principal's business or any of the Principal's customers which come or may come to his knowledge by reason of the agency relationship:

**4.6.1** Confidential information or trade secrets shall consist of, but not necessarily be limited to: technical, commercial, financial, operational, marketing, or promotional information. Proprietary data shall consist of, but not necessarily be limited to, customer lists, pricing data, sources of supply, financial, production or marketing data or merchandising systems and plans.

**4.6.2** The Agent shall not use or permit to be used or register any of the Principal's patents, trademarks, trade or brand names, registered designs, or other intellectual property rights without the prior consent of the Principal.

**4.7** Save as expressly authorised by the Principal in writing the Agent shall not incur any liabilities on behalf of the Principal nor make any representations or give any warranties on behalf of the Principal, (except to confirm or communicate any terms, conditions or information contained in the Principal's documents) or enter into any contract or agreements on behalf of the Principal or pledge the credit of the Principal.

**4.8** The Agent shall immediately inform the Principal of any dispute, proceedings or claim relating to the Principal's business products or affairs and shall follow any instructions given by the Principal in relation thereto, but shall not institute, defend, settle, or attempt to settle or make any admissions without the Principal's express authority.

**4.9** The Agent shall not expressly or by implication in any negotiations with a customer relating to the Principal's products describe himself as acting in any capacity for or on behalf of or in relation to the affairs of the Principal other than as a canvassing agent.

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

## **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]

[Insert their position]

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

[Insert Agent Name]

[Insert name of person signing]

[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]

(c) [www.compactlaw.co.uk](http://www.compactlaw.co.uk)