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## **MARKETING AGREEMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert name and address of the organisation that will undertake the marketing],*  
("the Company")

AND

*[Insert name and address of the organisation appointing the Company to carry out marketing ],* ("the Client")

WHEREBY IT IS AGREED as follows:

### **1. Definitions**

**1.1** "Products" shall mean those Client products, services or business listed in Schedule 1.

**1.2** "Territory" shall mean those areas listed in Schedule 2.

**1.3** "Trade Mark" shall mean those trade marks and other intellectual property listed in Schedule 3.

**1.4** "Fees" shall mean all charges made by the Company for services rendered to the Client, including charges made by third parties contracted by the Company to undertake tasks necessary to the performance of this Agreement.

### **2. Appointment**

The Client appoints the Company on *[an exclusive / a non-exclusive]* basis to market the Client's Products in the Territory.

### **3. Contract Term & Termination**

This Agreement shall remain in force for the period of *[Specify period of 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.

### **4. Terms**

**4.1** The Client hereby grants the Company the right to market and promote the Client's Products in the Territory in accordance with the terms of this Agreement.

**4.2** The Company will carry out the following as part of the Agreement:

4.2.1 assess the Client's position and the Client's Products within the marketplace in the Territory.

4.2.2 assess the Client's existing marketing strategy.

4.2.3 detailed market research, with initial proposal given to the Client prior to commencement. Approved proposal subsequently carried out and the resulting data analysed by the Company.

4.2.4 evaluation of existing Client marketing materials and media channels used, including (as applicable) all advertisements, brochures, point of sale promotion, special or promotional offers and website(s).

4.2.5 formulation and development of new integrated marketing campaign for Client.

4.2.6 presentation of new marketing campaign to Client for approval, to include completed marketing materials, strategy, timescales and full costs.

4.2.7 execution of new marketing plan once approved by Client.

4.2.8 subsequent report back to Client on execution of marketing plan and campaign outcomes, including return on investment and increased awareness and sales of Client's Products in the Territory.

### **5. Fees**

**5.1** On the signing of this Agreement the Client will pay to the Company the sum of *[Insert amount, e.g. One Thousand Pounds, £1,000]* on account.

**5.2** Thereafter the Company shall submit to the Client regular invoices on a *[Select monthly/quarterly]* basis. Such invoices shall be payable by the Client *[Select on presentation/within thirty (30) days]*.

**5.3** The Company reserves the right to charge interest on all overdue payments at a rate of 5% per annum above the base lending rate of Barclays Bank plc from time to time.

**5.4** The Client shall also pay the Company all reasonable expenses incurred by the Company in obtaining payment from the Client where any payment due to the Company is overdue. Such costs to include (but not be limited to) legal fees, court fees and enforcement fees.

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

**6. Company Warranties**

**7. Client Warranties**

**8. Intellectual Property**

**9. Confidentiality**

**10. Limitation of Liability**

**11. Termination**

**12. Notices**

**13. Force Majeure**

**14. Joint Venture**

**15. Assignment**

**16. General**

**17. 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 Company name]*

*[Insert name or person signing on Company's behalf]*

*[Insert their position]*

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

*[Insert Client name]*

*[Insert name or person signing on Client's behalf]*

*[Insert their position]*

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

**Schedule 1 – Products**

The Company will market and promote the following products:

*[Detail Client's products and/or services that will be marketed under this Agreement]*

**Schedule 2 - Territory**

The geographical area will be:

*[Specify the Territory where the Client's Products will be marketed]*

**Schedule 3 - Trademarks**

Product Trade Marks licensed to the Company by the Client:

*[Detail Client's trade marks and intellectual property]*

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