

AGENCY AGREEMENT

Location: _____ Date: _____

Principal Details:

Company/Full Name: _____

Registered Address: _____

Company Number (if applicable): _____

Contact Email/Phone: _____

Agent Details:

Company/Full Name: _____

Registered Address: _____

Company Number (if applicable): _____

Contact Email/Phone: _____

1. Appointment

The Principal hereby appoints the Agent as its exclusive/non-exclusive agent for the purpose of promoting, negotiating, and concluding contracts for the sale of goods and services as specified in this Agreement within the United Kingdom and such other territories as agreed in writing.

2. Agent's Duties and Authority

The Agent shall use reasonable skill and due diligence in performing its duties and shall conduct all activities in a professional manner. The Agent is authorised to solicit orders on behalf of the Principal but shall not have authority to conclude contracts or incur liabilities binding upon the Principal except as expressly authorised in writing.

3. Principal's Duties

The Principal shall provide the Agent with all necessary information, materials, and support to enable the Agent to perform its obligations, including product descriptions, price lists, and terms of sale. The Principal shall keep the Agent informed of any changes affecting the sale of products or services.

4. Commission

The Principal shall pay the Agent commission as set forth in Schedule A attached hereto for all sales procured by the Agent and accepted by the Principal. Commission shall be calculated on the net invoiced amount, excluding VAT and other applicable taxes. Payment shall be made within thirty (30) days following receipt of payment from the customer.

5. Term and Termination

This Agreement shall commence on the date of execution and continue for an initial period of twelve (12) months unless terminated earlier in accordance with this Agreement. Either party may terminate this Agreement upon sixty (60) days' written notice to the other party. Termination for cause may be immediate in the event of material breach or

insolvency.

6. Confidentiality

Each party agrees to keep confidential all information received from the other party that is designated as confidential or that ought reasonably to be considered confidential, and not to disclose such information to third parties without prior written consent, except as required by law.

7. Intellectual Property

All intellectual property rights related to the products and services remain the exclusive property of the Principal. The Agent shall not acquire any rights or licenses except as expressly granted in this Agreement.

8. Liability and Indemnity

The Agent shall indemnify and hold harmless the Principal against any claims, losses, damages, or expenses arising from the Agent's negligence, wilful misconduct, or breach of this Agreement. The Principal's liability under this Agreement shall be limited to direct damages and shall exclude consequential or indirect damages.

9. Compliance with Laws

Both parties shall comply with all applicable laws, regulations, and codes of conduct relevant to the performance of this Agreement, including but not limited to anti-bribery and data protection laws applicable in the United Kingdom.

10. Non-Exclusivity / Exclusivity

Unless otherwise agreed in writing, this Agreement does not grant exclusivity to the Agent. The Principal reserves the right to appoint other agents or sell directly.

11. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, or governmental actions.

12. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales for any disputes arising out of or in connection with this Agreement.

13. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating to its subject matter.

14. Amendments

No amendment or modification to this Agreement shall be valid unless made in writing and signed by duly authorised representatives of both parties.

15. Severability

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed and the remainder of this Agreement shall continue in full force and effect.

16. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, first-class post, or email to the addresses specified in this Agreement or as otherwise notified in writing.

PRINCIPAL'S SIGNATURE

AGENT'S SIGNATURE

Signature: _____

Signature: _____

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