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**AGENCY AGREEMENT – NON EXCLUSIVE**

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**BETWEEN**

ABC Company Limited

**AND**

Sample Company Limited

**AND**

John Smith

SAMPLE

# AGENCY AGREEMENT

## (Non Exclusive)

**THIS AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**BETWEEN:** **ABC Company Limited** a company incorporated in England and having its registered office at 1 Smith Lane London WC2A 1PL, (**the “Principal”**);

**AND:** **Sample Company Limited** a company incorporated in England and having its registered office at 52 Chance Lane London WC2A 1PL, (**the “Agent”**);

**AND:** **John Smith** of 104 Burberry Street London WC2A 1PL (**the “Director”**).

### RECITALS:

- A. The Principal carries on the business described in Part A of the Schedule (**the “Business”**) and has decided to appoint the Agent to act as a non exclusive agent for the purpose set out in Part B of the Schedule (**the “Purpose”**) during the period set out in Part C of the Schedule (**the “Term”**) and on the terms contained in this Agreement.
- B. The Agent has agreed to act as a non exclusive agent of the Principal for the consideration set out in Part D of the Schedule (**“the Agent’s Fee”**) and on the terms set out in this Agreement.
- C. The Director is a director of the Agent and has entered into this Agreement for the purpose of guaranteeing to the Principal the due and punctual performance by the Agent of this Agreement and to provide his/her own undertakings and promises to the Principal.

### THE PARTIES AGREE AS FOLLOWS:

#### 1. APPOINTMENT OF AGENT AND RELATIONSHIP

- 1.1. The Principal hereby appoints the Agent as its non exclusive agent for the Purpose during the Term to provide the services as set out in Part E of the Schedule (**the “Services”**) to the Principal with the express powers (**the “Powers”**) to so act as set out in Part F of the Schedule.
- 1.2. The Agent hereby accepts its appointment as a non exclusive agent of the Principal for the Purpose and to provide the Services during the Term and acknowledges that its

authority to act as Agent is limited to those Powers set out in Part F of the Schedule or as amended from time to time as provided for in Clause 3.5.

- 1.3. This appointment does not create any relationship between the Principal and the Agent other than the agency relationship as created by this Agreement. In particular there is no joint venture, partnership, or employment relationship between the Principal and the Agent.
- 1.4. Where the Services involve the promotion of, marketing of, introduction of or sale to potential customers or existing customers of the Principal of any of the Principal's goods, products or services the Agent will in all those activities be acting as agent of the Principal and not as a principal in its own right. Any sale of any goods, products or services by the Agent to a customer or potential customer will be strictly as agent for the Principal.
- 1.5. The Agent acknowledges that it owes a duty to promote the interests of the Principal and to avoid conflicts between its own interests and the interest of the Principal. The Agent further acknowledges that out of the provision of the Services it will not without the express knowledge and consent of the Principal make any profit, receive any sum or commission from any other person out of or as a consequence of performing the Services.

## **2. REPRESENTATIONS BY THE AGENT AND DIRECTOR**

- 2.1. The Agent represents to the Principal that:
  - 2.1.1. it is competent, experienced and has suitably qualified staff including the Director who are able to properly, lawfully and efficiently provide all the Services as and when required during the Term;
  - 2.1.2. it is able to act as the Principal's non exclusive Agent for the Purpose during the Term;
  - 2.1.3. the Powers are sufficient to enable the Agent to perform the Services and thereby achieve the Purpose; and
  - 2.1.4. it is not currently acting for or in any way involved contractually or otherwise with any competitor of the Principal.
- 2.2. The Director and the Agent jointly and separately undertake to the Principal that the Director does and will work full time for the Agent during the Term and will be, as an employee of the Agent, primarily responsible for and involved in the provision of the Services.

### 3. AGENT’S FEES AND EXPENSES

- 3.1. Subject to 3.2, the Principal undertakes to the Agent and agrees to pay to the Agent the Agent’s Fee as set out in Part D of the Schedule at the times and in amounts as set out in Part D of the Schedule. Where in addition to a bare retainer fee the Agent’s Fee also includes an entitlement on the part of the Agent to receive a commission or success fee in respect of the provision of the Services or as a result of a sale or event occurring, then the Principal undertakes to the Agent to also pay such commissions or success fees as and when they become due and payable.
- 3.2. Notwithstanding anything in 3.1, the Principal will not be liable to pay any Agent’s Fee including commissions or success fees (if any) unless it has received a tax invoice that complies with the value added tax (“VAT”) legislation in the United Kingdom from the Agent. Provided there is no dispute as to the amount set out in the tax invoice, the Principal must pay to the Agent the amount set out therein within Seven (7) days of its receipt by the Principal.
- 3.3. The Agent must bear and be responsible for all usual and normal operating expenses involved in providing the Services. Without limiting the generality of what are usual and normal operating expenses, the Agent acknowledges that these include:
- 3.3.1. the administration and management costs of operating the Agent’s business including the provision of the Services and all wages, salaries and bonuses, national insurance contributions and other expenses of its employees and staff including the Director;
  - 3.3.2. all computer equipment, motor vehicles, travel expenses and accommodation expenses alike;
  - 3.3.3. all costs, premiums and other payments in any way related to any insurances that are in any way associated with the Agent’s business;
  - 3.3.4. all entertainment costs associated with the Agent’s business in providing the Services;
  - 3.3.5. all taxes in any way relating to the revenue earned by the Agent, the Director and the Agent’s staff; and
  - 3.3.6. all training costs and expenses associated with the provision of the Services by the Agent.
- 3.4. Where the Principal requests the Agent to incur any expense and such expense is of an unusual nature and is not a normal expense of conducting the Agent’s business or in

providing the Services, the Agent may require the Principal to reimburse or pay in advance any such cost or expense as a precondition to incurring it. Without limiting this Clause, unusual or abnormal expenses include any overseas air travel, overseas accommodation or providing any facility or service at the Principal's request not reasonably contemplated as being part of the Services.

3.5. The Principal may at any time in writing extend the Powers as set out in Part F of the Schedule at the Principal's absolute discretion. Unless the Agent's activities or conduct are expressly authorised as part of the Powers or the Principal has in writing expressly authorised such conduct, the Agent must not exceed the Powers set out in Part F in any of its dealings in acting as Agent for the Principal. Both the Director and the Agent hereby jointly and separately undertake to indemnify and keep indemnified the Principal against any loss, liability, cost or expense which the Principal might suffer or incur as a direct or indirect consequence of any breach of this subclause by the Agent. A breach of this subclause constitutes a breach by the Agent of an essential term of this Agreement and entitles the Principal to terminate this Agreement.

3.6. The Principal may at any time ratify in writing any action, conduct or activity by the Agent which if not ratified would constitute a breach for the purposes of subclause 3.5.

#### **4. COMPLIANCE WITH LAWS**

4.1. The Agent must ensure that throughout the Term it complies with all employment laws, workplace (health, safety and welfare) regulations, pays all its taxes and duties as and when the same fall due, maintains full employers' liability insurance cover as required by law and all other insurances that it is by statute required to maintain, makes pays and contributes all statutory national insurance payments which by law it is obliged to pay and otherwise meets all its legal obligations. The Principal may at any time require the evidence of such compliance and the Agent must promptly provide such evidence. A receipt of payment or a provision of a copy of a Certificate of Currency in respect of an insurance policy will be sufficient evidence of such compliance.

4.2. The Agent must not in any of its dealings or activities with potential customers or customers or any other person in providing the Services engage in conduct that is misleading or deceptive or likely to mislead or deceive any person in any way including, but without limitation, as to the nature, quality, origin, specification, use,



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