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SALES CONTRACT (SIGNED) AGREEMENT

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under
number <<Company R whose registered office is at
<<Registered Office>> (“th
- (2) <<Name of Contractor>> c <<Address>> (“the Contractor”)

WHEREAS:

- (A) The Company appoints th sales services (“the Services”) to
the Company and the Con such Services for the duration of
the Agreement and upon th n the Agreement.
- (B) The Contractor shall not b pany but shall be an independent
self-employed individual fo greement and may engage such
employees, subcontractors decides in its discretion from time
to time to provide the Servi

IT IS AGREED as follows:

1. Definitions

- 1.1 In this Agreement, wise requires, the following words
and expressions sh meanings:
1.1.1 Commencer of Agreement>>
1.1.2 Services: [T performed by the Contractor under
this Agreem
<<Insert a s work to be carried out by the
contractor>>
and
such other s y and the Contractor may agree
upon from ti ration of this Agreement.]
OR
[The sales ed by the Contractor under this
Agreement a he Schedule of Services.]
1.1.3 Termination ch the Contractor’s appointment
hereunder is
1.1.4 Personnel: oyed subcontractors or other
personnel o suitable skills, knowledge, and
experience v engaged by the Contractor to carry
out the Serv tractor

2. Duration of the Agreement

The Agreement shall com he Commencement Date <<Insert
Date of Agreement>> until te>> or until the Termination Date
when this Agreement is ter with Clause 18.

3. Contractor’s Obligations

- For the duration of the Agr shall:
3.1 perform the Servi se 1 of] [the Schedule to] this
Agreement;

- 3.2 make him/herself available to the Company for not less than <<Insert number of hours>> working hours during each day and for not less than <<Insert number of Working Days>> working days during each week;
- 3.3 perform the Contractor's obligations in a diligent manner and to the best of their ability and ensure that they perform the Contractor's obligations in a diligent manner and to the best of their ability; and
- 3.4 keep the Company informed of the day-to-day performance of the Services.
- 3.5 Subject to any relevant Schedule, the Contractor is exclusively entitled to determine in what order the Services are taken of the impact of the timing of the Services to the Company and any other contractors and the Company.
- 3.6 The Contractor may at his own discretion at his own expense at any time (and on one or more occasions) to provide all or any of the Services. The Contractor shall use reasonable endeavours to coordinate any such substitution. The Contractor shall be entitled to refuse to accept any such substitution if the Personnel are not suitable due to lack of requisite skills, knowledge or experience. The Contractor shall in any event always provide such substitution if the provision of the Services is unduly delayed by absence of Personnel or for any other reason upon notification by a duly authorised representative of the Company that the delay occasioned is unacceptable.
- 3.7 The Contractor is responsible for the quality of the Services undertaken by him/herself and any Personnel. The Contractor shall, without limitation, shall perform the Services, and is responsible for ensuring that any Personnel performs the Services with due care and skill.
- 3.8 It is understood and agreed that the Contractor's activities and working methods and those of any Personnel shall be at all times exclusively for the Company and under the Company's control. The Company shall not seek to supervise, direct or control the Contractor or any Personnel in the provision of the Services and the Company have any right to do so.
- 3.9 The Contractor is not to provide any other services available except for the Services under the agreement. The engagement of the Contractor under the agreement for the provision of the Services does not create any mutual obligation between the Company or the Contractor to offer any other services or services. No continuing relationship shall be created.
- 3.10 The Company shall not be liable to any Personnel in respect of the Services.
- 4. Fee**
- 4.1 The Company shall pay to the Contractor a fee of <<e.g. Hourly>> fee of <<Insert amount>> (excluding tax) for the provision of the Services.
- 4.2 These fees are to be paid to the Contractor by Commission earned under the

terms of Clause
<<Week/Month>>,
Company at least
The invoice shall d
due in respect of
Value Added Tax,
invoice.

- 4.3 If there are periods
the Contractor sha
payable only in resp

5. Sales and Commission

- 5.1 In addition to the Fe
Clause 4, the Co
transactions conclu

- 5.2 Commission shall
goods sold, that is
relevant discounts)
<<Insert Percentag
Company on a <<V

- 5.3 The Contractor will
Agreement is termin

- 5.3.1 that sale is
period of this

- 5.3.2 if the order
Agreement.

6. [Expenses

- 6.1 The Company shall
incurred by it in the
of travel between t
any, at which the C

- 6.2 In order to obtain
Contractor must pro
such expenses as t

7. Late Payment

- 7.1 If the Company fa
Clauses 4 [,] [or] 5
right or remedy ava

- 7.1.1 terminate th
provided th
<<Insert Nu
from the Co
requiring su
Days>> wor

- 7.1.2 charge the C
the amount
above the <
until payme
basis from t

working day of each calendar
the Contractor's invoice to the
<<one week>> prior to that date.
ed within that month and the fees
the Contractor is registered for
shall be shown separately on the

ices for the Contractor to perform,
er for those periods. Fees are

any to the Contractor as set out in
ttled to receive commission on
ion of this Agreement.

centage of the net sales value of
arged to the customer (less any
nt Date the percentage shall be
mission shall be reviewed by the
etc.>> basis.

ion on sales concluded after this

ne Contractor's efforts during the

ed before the termination of this

or travelling expenses reasonably
s obligations hereunder consisting
business and such other place, if
to be carried out.

s set out in Sub-Clause 6.1 the
ner evidence of actual payment of
ably require.]

ent due to the Contractor under
en, without prejudice to any other
the Contractor shall be entitled to:

y written notice to the Company
o make the due payment within
days after receiving written notice
iculars of the payment due and
de within <<Insert Number of

efore and after any judgement) on
<<Insert Percentage>> % per annum
ase lending rate from time to time,
interest shall accrue on a daily
at until payment is made in full to

the Contractor shall pay to the Company the sum.
The Contractor shall pay to the Company the sum.

whether before or after judgment.
The Contractor shall pay to the Company the sum due together with the overdue

8. Tax Liabilities

- 8.1 The Contractor warrants to the Company that it is an independent contractor and not an employee of the Company.
- 8.2 The Contractor undertakes that he/she will:
- 8.2.1 be responsible for all income tax and National Insurance contributions and payments made pursuant to this Agreement; and
- 8.2.2 indemnify the Company for any claims that may be made by the relevant authorities in respect of income tax, National Insurance or contributions relating to the Contractor's Services.

9. Status of Contractor and

Nothing in this Agreement shall create any relationship between the Company and the Contractor, whether as partner or joint venturer, or to any relationship between the Company and any of the Contractor's Personnel.

10. Competition

- 10.1 The Contractor may not, during the term of this Agreement it will not, in any way directly or indirectly, engage in, or undertake, any services, activities business or otherwise which is or is likely to be in conflict with the interests of the Company or may adversely affect the efficient discharge of the Contractor's duties under this Agreement.
- 10.2 For the purposes of this Agreement, the Contractor's area of interest is deemed to include, without limitation, any services to any other company engaged in business which is as that of the Company, such business being <<the Contractor's Business>>.

11. Confidential Information

- 11.1 The Contractor shall, during the duration of this Agreement (except in the proper performance of its obligations) nor at any time (without limitation) directly or indirectly:
- 11.1.1 use for its own business or the business of any other person, company, or organisation, in whole or in part, any information, data, or documents, whatsoever;
- 11.1.2 disclose to any third party, in whole or in part, any information, data, or documents, whatsoever;
- 11.1.3 use for its own business or the business of any other person, company, or organisation, in whole or in part, any trade secrets or confidential information of the Company [or its Personnel], including but not limited to any customer lists or requirements, price lists, business plans or information, business plans or information and plans, designs, research activities, any document or information which they have been told is confidential or which they may expect the Company would regard as confidential or which has been given to the Contractor.

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Company [or any a
and other persons.

11.2 The Contractor sha
make any notes or
Company's busines
Company [or any a

11.3 The obligations cor
any information or
domain after the
unauthorised disclo

12. Intellectual Property

All records, documents, pa
copyright protected works
carrying out its obligation
copyright and design right
absolute property of the Co

13. Liability

13.1 This Clause 13 sets
for any breach of
tortious act or omis
statutory duty) arisi

13.2 Subject to sub-Cla
in contract, tort (in
duty or misrepresen
goodwill, loss of b
interruption or mana
derived from this A
on any computer o
indirect or consequ
Party that arises ou

13.3 Nothing in this Clau

13.3.1 limit the lia
misrepresen
personal inju

13.3.2 exclude or li
indemnity gi

13.4 Subject to Clause
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negligence), restitu
otherwise) shall be
commission (exclud
Services carried ou
date such liability a

14. Force Majeure

14.1 No Party to this
performing their o
cause that is beyon
Such causes inclu
provider failure, ind

confidence by customers, suppliers

out the duration of this Agreement
any matter within the scope of the
otherwise than for the benefit of the

11.1 above shall cease to apply to
subsequently come into the public
reement, other than by way of

and summaries thereof) and other
the Contractor in the course of
, together with all the worldwide
all be and at all times remain the

liability of the Parties to each other
ny representation, statement, or
nited to, negligence and breach of
with this Agreement.

shall be liable to the other, whether
stitution, or for breach of statutory
profit, loss of revenue, loss of
s of anticipated saving, business
achieve any benefit expected to be
any asset, loss of data recorded
ny special commercial, economic,
that may be suffered by the other
this Agreement.

visions of this Agreement shall:

the other for fraud or fraudulent
wilful misconduct, or for death or

Contractor under or in respect of the

f either Party arising out of or in
er in contract, tort (including
tory duty or misrepresentation or
n>>] OR [the total of the fees and
paid under this Agreement for all
of this Agreement preceding the

able for any failure or delay in
ailure or delay results from any
ol of that Party ("Force Majeure").
to: power failure, internet service
t, fire, flood, storms, earthquakes,

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acts of terrorism, and any other similar or dissimilar event or circumstance beyond the control of the Party in question.

14.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<Insert Period>>, the other Party shall terminate this Agreement by written notice at the time of such termination, the Party shall agree to make reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior payments made and entered into in reliance on the performance of this Agreement.

15. No Waiver

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of any provision of this Agreement or a subsequent breach of the same.

16. Assignment and Sub-Contracting

16.1 Subject to sub-Clause 16.2, neither Party may assign or sub-contract (other than by floating charge) or sub-licence any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

16.2 The Contractor shall not be released from any of the obligations undertaken by it through any sub-contracting of its Personnel or through any act or omission of its Personnel.

17. Third Party Rights

17.1 No one other than the Parties or their transferees, assignees, shall have any rights or remedies under the Contracts (Rights of Third Parties) Act 1999.

17.2 Subject to this Clause, the terms and obligations of this Agreement shall continue and be binding on the transferee, successors or assigns of either Party as required.

18. Termination

18.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.

18.2 This Agreement shall survive the termination or expiry of the remedies the Parties shall be entitled to.

18.2.1 either Party may terminate this Agreement if the other Party fails to remedy any breach of the terms and obligations of this Agreement within <<Insert Period>> of written notice of such failure from the other Party; or

18.2.2 either Party may terminate this Agreement if the other Party is in liquidation – either voluntary or compulsory or if the other Party is the subject of a receiver is appointed over the whole or any part of its assets.

18.3 The termination of this Agreement shall be without prejudice to any rights or remedies which have already accrued to either Party under this Agreement.

any other similar or dissimilar event or circumstance beyond the control of the Party in question.

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of its rights under this Agreement and no waiver by either Party of a provision of this Agreement shall be deemed to be a waiver of any other provision of this Agreement.

ment is personal to the Parties. Neither Party may assign or sub-contract (other than by floating charge) or sub-licence any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

any of the obligations undertaken by it through any sub-contracting of its Personnel or through any act or omission of its Personnel.

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standing any other rights and remedies which have already accrued to either Party under this Agreement.

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19. Company Property

On the termination of this Agreement, the Contractor shall return to the Company in accordance with the specifications, software, materials, equipment, and any other documents (and any copies thereof) and any other property of the Company which are in its possession or control. The Contractor will, if so required by the Company, ensure that all such property is returned under this Clause 19.

20. Notice

Any notice to be served by the Contractor shall be deemed to have been duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice:

- 20.2.1 when delivered, by hand or by registered mail) or
- 20.2.2 when sent, if transmitted by post, by return receipt is generated; or
- 20.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be sent to the most recent address or e-mail address notified to the other Party.

21. Entire Agreement

- 21.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.
- 21.2 Each Party acknowledges that it does not rely on any representation or warranty provided in this Agreement, except as expressly provided in this Agreement, and that it is bound by statute or common law.

22. Law and Jurisdiction

This Agreement is to be governed by the Law of England and Wales and the jurisdiction of the English and Welsh Courts shall be exclusive in respect of this Agreement.

IN WITNESS WHEREOF this Agreement has been signed and written before written

SIGNED by

<<Name and Title of Person Signing>>
for and on behalf of <<Company Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

<<Full Name of Self-Employed Contractor>>

In the presence of

<<Name & Address of Witness>>

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