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COMPANY C

ENT (SALES)

THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Registered office>> (“the Company”)
- (2) <<Name of Contractor>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<Insert Contractor’s Address>> (“the Contractor”)

WHEREAS:

- (A) The Company appoints the Contractor to provide sales services (“the Services”) to the Company and the Contractor for the duration of the Agreement and upon the terms set out in the Agreement.
- (B) The Contractor shall be and shall remain an employee of the Company for the duration of this Agreement and shall employ and shall be responsible for the payment of the salaries of its personnel as it decides in its own discretion and on its behalf.

IT IS AGREED as follows:

1. Definitions

1.1 In this Agreement, the words and expressions shall have the meanings which they respectively bear or which otherwise requires, the following words shall have the meanings:

1.1.1 Commencement Date: <<Insert Date of Agreement>>;

1.1.2 Services: [The Services to be performed by the Contractor under this Agreement];

1.1.2.1 <<Insert Description of Sales work to be carried out by the Contractor>> and

1.1.2.2 Such other services as may be agreed between the Company and the Contractor may be performed from time to time, during the duration of this Agreement.

OR

[The Services to be performed by the Contractor under this Agreement are set out in the Schedule of Services]

1.1.3 Termination Date: <<Insert Date on which the Contractor’s appointment hereunder is to terminate>>

1.1.4 Personnel: <<Insert Description of personnel to be employed by the Contractor or employed subcontractors or other persons engaged by the Contractor>>

2. Duration of the Agreement

The Agreement shall commence on the Commencement Date <<Insert Date of Agreement>> until the Termination Date <<Insert Date>> or until the Termination Date <<Insert Date>> when this Agreement is terminated in accordance with Clause 18.

3. Contractor’s Obligations

3.1 For the duration of the Agreement, the Contractor shall:

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3.1.1 perform the [Services] described in [Clause 1 of] [the Schedule to] [this Agreement]

3.1.2 make its non-exclusivity 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 minimum working days>> working days during each week

3.1.3 ensure that it only uses the Services only such Personnel as have appropriate skills and experience and that they perform the Services in a diligent manner and to the best of their ability

3.1.4 be entitled in its sole discretion to nominate and engage any one or more Personnel to carry out the Services on its behalf, and, provided that at all time the Contractor is complying with clause 3.1.3, the Contractor shall not be entitled to object to the use of such Personnel at that time;

3.1.5 keep the Company informed of progress on the Services and in particular to <<Insert details of key performance indicators>> in respect of the day-to-day performance of the Services

3.1.6 subject to clause 3.1.4, the Contractor shall comply with the Company's reasonable requests;

3.1.7 subject to clause 3.1.4, the Contractor shall, in accordance with the terms of this Agreement, be free to carry out any services on behalf of the Company, company or other entity of any description.

4. **Fee**

4.1 The Company shall pay the Contractor an <<e.g. hourly>> fee of <<Insert amount of hourly fee>> (excluding any applicable tax) for the provision of the Services.

4.2 These fees are to be paid to the Contractor in accordance with the terms of Clause 5, and subject to delivery of an invoice to the Company at least <<Insert Time Period>> prior to that date. The invoice shall detail the Services provided and the fees due in respect of those Services. Where the Contractor is registered for Value Added Tax, any applicable tax shall be shown on the invoice.

4.3 If there are periods of non-availability of the Contractor to perform, the Contractor shall be entitled to a reduced fee for those periods. Fees are payable only in respect of the Services actually performed.

5. **Sales and Commission**

5.1 In addition to the Fee payable to the Contractor as set out in Clause 4, the Contractor shall be entitled to receive commission on all sales transactions concluded in accordance with the terms of this Agreement.

5.2 Commission shall be calculated as a percentage of the net sales value of goods sold, that is the sales value less any relevant discounts) <<Insert Percentage>>. From the Effective Date the percentage shall be <<Insert Percentage>>. The Commission shall be reviewed by the Contractor and the Company on a <<Insert Review Period>> etc>> basis.

5.3 The Contractor will not be entitled to Commission on sales concluded after this Agreement is terminated.

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the Contractor's efforts during the

5.3.2 if the order
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6. **[Expenses**

6.1 The Company shall
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of travel between t
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or travelling expenses reasonably
s obligations hereunder consisting
business and such other place, if
to be carried out.

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

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

7. **Late Payment**

If the Company fails to m
[,][or] 5 [or 6] on the due
available to the Contractor

o the Contractor under Clauses 4
dice to any other right or remedy
entitled to:

7.1.1 terminate this Agree
that the Company
days>> working da
full particulars of th
within <<Insert num

notice to the Company provided
payment within <<Insert number of
notice from the Contractor giving
quiring such payment to be made
ays; and

7.1.2 charge the Compa
amount unpaid, at
<<Insert Bank Nam
full is made. Such i
payment until paym
whether before or
together with the ov

(and after any judgement) on the
centage>>% per annum above the
rom time to time, until payment in
a daily basis from the due date for
e Contractor of the overdue sum,
mpany shall pay the interest due

8. **Tax Liabilities**

8.1 The Contractor w
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to the Company that it is an

8.2 The Contractor und

that it will:

8.2.1 be responsi
contributions
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ome tax and National Insurance
nd contributions in relation to
y pursuant to this Agreement; and

8.2.2 indemnify th
the relevant
National Ins
Services.

f any claims that may be made by
company in respect of income tax,
s or contributions relating to the

9. **Status of Contractor and**

9.1 Nothing in this Agree
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venturer, or to any
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ve rise to any relationship between
mployee, agent, partner or joint
e (or other relationship) between
ersonnel.

9.2 The Contractor's o
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direct and control, and any other respect Contractor or any o

not seek to, and will not in those or supervise, direct or control the its work.

10. **Competition**

10.1 The Contractor ag without the written indirectly engaged business or undert interests of the Co discharge of the Co

on of this Agreement it will not, any, be in any way directly or undertake, any services, activities is likely to be in conflict with the may adversely affect the efficient his Agreement.

10.2 For the purposes of without limitation, engaged in busine business being <<l

ct of interest is deemed to include, services to any other company e as that of the Company, such company's business>>.

11. **Confidential Information**

11.1 The Contractor sh (except in the propo limit) after the termi

the duration of this Agreement obligations) nor at any time (without indirectly:

11.1.1 use for its business en

of any other person, company, whatsoever; or

11.1.2 disclose to a whatsoever;

business entity or other organisation

any trade secrets of the Company [or its such information re lists of pricing struc dealings, employee formulae, specific marked "Confident confidential or wh regard as confide Company [or any a and other persons.

information relating or belonging to], including but not limited to any tomer lists or requirements, price es information, business plans or information and plans, designs, research activities, any document which they have been told is bly expect the Company would n which has been given to the onfidence by customers, suppliers

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

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

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

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

12. **Intellectual Property**

All records, documents, pa copyright protected works carrying out its obligation copyright and design rights property of the Company.

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

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13. **Liability**

13.1 This Clause 13 sets out the liability of the Parties to each other for any breach of contract, tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

13.1 This Clause 13 sets out the liability of the Parties to each other for any breach of contract, tortious act or omission (including breach of statutory duty) arising out of or in connection with this Agreement.

13.2 Subject to sub-Clause 13.3, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, for any loss or damage, including loss of profit, loss of revenue, loss of anticipated saving, business interruption or market value, which may be achieved or expected to be achieved, or any special commercial, economic, indirect or consequential loss or damage, or any loss that may be suffered by the other Party that is not reasonably foreseeable at the time of the breach of contract with this Agreement.

13.2 Subject to sub-Clause 13.3, the Parties shall be liable to the other, whether in contract, tort (including negligence), or for breach of statutory duty, for any loss or damage, including loss of profit, loss of revenue, loss of anticipated saving, business interruption or market value, which may be achieved or expected to be achieved, or any special commercial, economic, indirect or consequential loss or damage, or any loss that may be suffered by the other Party that is not reasonably foreseeable at the time of the breach of contract with this Agreement.

13.3 Nothing in this Clause shall limit or exclude the provisions of this Agreement shall:

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13.3.1 limit the liability of the Parties to each other for fraud or fraudulent misrepresentation or for death or personal injury caused by the negligence or willful misconduct of the other Party;

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13.3.2 exclude or limit the liability of the Parties to each other for death or personal injury caused by the negligence or willful misconduct of the other Party;

13.3.2 exclude or limit the liability of the Parties to each other for death or personal injury caused by the negligence or willful misconduct of the other Party;

13.4 Subject to Clause 13.3, the liability of either Party arising out of or in connection with this Agreement (including negligence), restitution (including without limitation) or otherwise) shall be limited to the amount of the commission (excluding any VAT) payable for the Services carried out by the Contractor under or in respect of the Agreement on the date such liability arises.

13.4 Subject to Clause 13.3, the liability of either Party arising out of or in connection with this Agreement (including negligence), restitution (including without limitation) or otherwise) shall be limited to the amount of the commission (excluding any VAT) payable for the Services carried out by the Contractor under or in respect of the Agreement on the date such liability arises.

14. **Force Majeure**

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, inclement weather, fire, flood, storms, earthquakes, acts of terrorism, and any other similar or dissimilar event or circumstance beyond the control of the Party in question.

14.1 No Party to this Agreement shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause that is beyond the control of that Party ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, inclement weather, fire, flood, storms, earthquakes, 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 under this Agreement for a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree to pay the Contractor a reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior payments made by the Parties in reliance on the performance of this Agreement.]

14.2 [In the event that a Party cannot perform their obligations under this Agreement for a continuous period of <<insert period>>, the other Party shall terminate this Agreement by written notice at the end of such period. In the event of such termination, the Parties shall agree to pay the Contractor a reasonable payment for all work completed up to the date of termination. Such payment shall take into account any prior payments made by the Parties 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 subsequent breach of the same.

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

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16 Assignment and Sub-Contracting

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

Assignment is personal to the Parties. Neither Party may assign (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 perform all or any of the obligations undertaken by it through any of its employees or through suitably qualified and experienced other member or Personnel. The Contractor shall, for the purposes of this Clause, be deemed to be an act or omission of the Contractor.

The Contractor shall perform all or any of the obligations undertaken by it through any of its employees or through suitably qualified and experienced other member or Personnel. The Contractor shall, for the purposes of this Clause, be deemed to be an act or omission of the Contractor.

17 Third Party Rights

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

No one other than the Parties, their transferees, successors or assignees, shall have any benefit under any of its terms and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

17.2 Subject to this Clause, all rights and obligations shall continue and be binding on the transferee, successor or assignee of the other Party as required.

Subject to this Clause, all rights and obligations shall continue and be binding on the transferee, successor or assignee of the other Party as required.

18 Termination

18.1 Either Party may terminate this Agreement at any time without giving any notice to the other Party.

Either Party may terminate this Agreement at any time without notice and without being bound to give any notice to the other Party.

18.2 This Agreement shall terminate if either Party fails to remedy the Parties' obligations under this Agreement within the time specified in the notice.

This Agreement shall terminate if either Party fails to remedy any other rights and obligations under this Agreement within the time specified in the notice.

18.2.1 either Party fails to remedy the Parties' obligations under this Agreement within <<insert>> days of the date of the notice; or

either Party fails to remedy the terms and obligations of this Agreement if a remedy, or a remedy, is not remedied within the time specified in the notice of such failure from the other Party;

18.2.2 either Party is in liquidation or compulsory reconstruction or reconstruction of the whole or any part of its assets.

either Party is in liquidation – either voluntary or compulsory or in pursuance of a receiver is appointed over the whole or any part of its assets.

18.3 The termination of this Agreement shall not affect any rights or obligations which have already accrued to either Party under this Agreement.

The termination of this Agreement shall not affect any rights or obligations which have already accrued to either Party under this Agreement.

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 property of the Company which are in its possession or control, required by the Company, under this Clause 19.

The Contractor shall return to the Company or must immediately return to the Company all equipment, correspondence, records, and other documents (and any copies thereof) of the Company or its associated companies which are in its possession or control. The Contractor will, if so required, return to the Company all property which it has complied with its obligations under this Clause 19.

20 Notice

20.1 All notices to be given by either Party to the other shall be in writing and shall be signed by, or on behalf of, a duly authorised person of the Party giving the notice.

All notices to be given by either Party to the other shall be in writing and shall be signed by, or on behalf of, a duly authorised person of the Party giving the notice.

20.2 Any notice to be sent to the other shall be deemed to have been duly given if it is delivered to the other Party at its last known address.

Any notice to be sent to the other shall be deemed to have been duly given if it is delivered to the other Party at its last known address.

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20.2.1 when delivered by a registered post or other messenger (including registered post) outside of business hours of the recipient; or

20.2.2 when sent by email and a return receipt is generated;

20.2.3 on the fifth business day following mailing, if mailed by national or international air mail or ordinary mail.

In each case notice shall be given to the most recent address or e-mail address notified to the Contractor.

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 the authorized representatives of the Parties.

21.2 Each Party acknowledges that, by entering into this Agreement, it does not rely on any representation or warranty other than those expressly stated in this Agreement and that it has read and understood all the conditions, warranties or other terms implied by statute or otherwise and has agreed to the fullest extent permitted by law.

21.3 The Contractor is not responsible for the performance of its obligations under this Agreement and the Contractor under this Agreement does not create any mutual obligations between the Parties or accept any further obligations. The relationship shall be limited to the services available except for the services provided under this Agreement. The engagement of the Contractor under this Agreement does not create any obligation on the part of the Contractor to offer any services or products to the Contractor or the Contractor to offer any services or products to the Contractor. No continuing obligations shall be created.

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 and any dispute arising out of or in connection with this Agreement.

This Agreement shall be governed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales to hear and/or legal proceedings in respect of this Agreement as set out hereunder.

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

on the day and year first

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

<<Name and Title of person signing for and on behalf of <<Contractor's Name>>

In the presence of

<<Name & Address of Witness>>

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