

Commission Agreement UK

Governed by the Common Law of Contract, Employment Rights Act 1996,
Consumer Rights Act 2015, and the UK GDPR / Data Protection Act 2018

Date: _____

This agreement is made between:

(1) _____
a company incorporated in England and Wales with company number _____
whose registered office is at _____
(the "Principal"); and

(2) _____
a company incorporated or individual established in England and Wales
with company number (if applicable) _____
whose registered office or address is at _____
(the "Agent").

1. Definitions

1.1 In this agreement, the following definitions shall apply:

(a) "**Base Amount**" means:

(b) "**Commission**" means _____ % of the Base Amount;

(c) "**Commission Period**" means _____ during the Term;

(d) "**Confidential Information**" means any information disclosed by one party to the other party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information;

(e) "**Products**" means _____ ;

(f) "**Term**" has the meaning given in Section 10.1;

(g) "**Territory**" means _____ ;

(h) "**Trigger Event**" means:

2. Appointment

2.1 The Principal hereby appoints the Agent as its _____ agent for the promotion and sale of the Products in the Territory, and the Agent accepts such appointment, on the terms and conditions of this agreement.

2.2 The Agent shall use reasonable endeavours to promote and maximise the sale of the Products in the

Territory.

2.3 The Agent shall not have authority to enter into contracts on behalf of the Principal or to bind the Principal in any way, unless expressly authorised in writing by the Principal to do so.

3. Territory

3.1 The Agent shall promote and sell the Products only within the Territory, unless the Principal provides prior written consent to activities outside the Territory.

3.2

3.3 The Principal reserves the right to sell the Products directly within the Territory.

Commission payable on such direct sales: _____

4. Commission rates

4.1 In consideration of the Agent's services under this agreement, the Principal shall pay the Agent the Commission upon the occurrence of each Trigger Event.

4.2 The Commission shall be calculated by applying the Commission percentage to the Base Amount in respect of each Trigger Event.

4.3 No Commission shall be payable in respect of any transaction that is subsequently cancelled, refunded, or reversed, and the Principal shall be entitled to deduct or recover any Commission previously paid in respect of such transactions.

4.4 The Commission rate may be varied by the Principal upon _____ days' written notice to the Agent, provided that any such variation shall not affect Commission accrued prior to the date of variation.

5. Payment of commission

5.1 Within _____ Business Days following the end of each Commission Period, the Principal shall provide the Agent with a written statement setting out the Trigger Events occurring during that Commission Period and the Commission due.

5.2 The Principal shall pay the Commission to the Agent within _____ days of the date of the statement in Section 5.1, by _____ to the account specified by the Agent.

5.3 All amounts payable under this agreement are exclusive of VAT, which shall be added at the prevailing rate where applicable.

5.4 The Agent shall have the right, upon reasonable written notice and no more than _____ Audit frequency (per year): _____ per calendar year, to appoint an independent auditor to examine the

Principal's records to verify the accuracy of the Commission calculations. The cost of such audit shall be borne by:

Audit cost borne by: _____

Underpayment threshold (%): _____

6. Agent duties

6.1 The Agent shall promote the Products in the Territory in a professional manner and in accordance with any reasonable instructions and guidelines provided by the Principal.

6.2 The Agent shall not make any representations, warranties, or guarantees in relation to the Products that are not authorised by the Principal.

6.3 The Agent shall promptly inform the Principal of any customer complaints, product issues, or market developments that may be relevant to the Principal's business.

6.4 The Agent shall maintain accurate records of all sales activities and shall provide such reports to the Principal as the Principal may reasonably require.

7. Principal duties

7.1 The Principal shall provide the Agent with such marketing materials, product information, and training as the Agent may reasonably require to perform its obligations under this agreement.

7.2 The Principal shall promptly inform the Agent of any changes to the Products, pricing, or availability that may affect the Agent's ability to promote and sell the Products.

7.3 The Principal shall fulfil orders generated by the Agent in a timely manner and shall use reasonable endeavours to ensure the availability of the Products in the Territory.

8. Intellectual property

8.1 The Principal grants the Agent a non-exclusive, non-transferable, revocable licence to use the Principal's trade marks, trade names, and logos solely for the purpose of promoting and selling the Products in the Territory during the Term.

8.2 The Agent shall not alter, modify, or misuse the Principal's intellectual property and shall comply with any brand guidelines provided by the Principal.

8.3 The Agent shall not register or attempt to register any trade mark, domain name, or other intellectual property right that is identical or confusingly similar to any intellectual property of the Principal.

8.4 All goodwill arising from the Agent's use of the Principal's intellectual property shall vest in the Principal.

9. Confidentiality

9.1 Each party undertakes that it shall not at any time during the Term or for a period of Post-termination period (years): _____ years after the date of termination, disclose to any person any Confidential Information of the other party, except as permitted by this Section.

9.2 Each party may disclose the other party's Confidential Information to its employees, officers, or advisers who need to know such information for the purposes of exercising the party's rights or performing its obligations under this agreement, provided that the disclosing party ensures that such persons comply with the confidentiality obligations in this Section.

9.3 The obligations of confidentiality shall not apply to information that is or becomes publicly available other than as a result of a breach of this agreement.

10. Term and termination

10.1 This agreement shall commence on _____ and shall continue for an initial term of Initial term (months): _____ months (the "Initial Term"), unless terminated earlier in accordance with this Section.

10.2 After the Initial Term, this agreement shall automatically renew for successive periods of Renewal period (months): _____

months (each a "Renewal Term"), unless either party gives to the other not less than

Termination notice period (days): _____

days' written notice to terminate, such notice to expire at the end of the Initial Term or any Renewal Term.

10.3 Either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of this agreement which is irremediable or, if remediable, fails to remedy that breach within _____ days after being notified in writing to do so; or
- (b) the other party becomes insolvent, enters into administration, receivership, or liquidation, or takes or suffers any similar action.

10.4 Termination shall not affect any rights or obligations that have accrued prior to the date of termination.

11. Post-termination

11.1 Upon termination of this agreement for any reason, the Agent shall immediately cease to promote or sell the Products and shall cease to use the Principal's intellectual property.

11.2 The Agent shall be entitled to receive Commission in respect of any Trigger Events that occurred prior to the date of termination, payable in accordance with Section 5.

11.3 The Agent shall be entitled to receive Commission in respect of orders placed within

Post-termination window (days): _____

days after the date of termination, provided such orders result from the Agent's efforts prior to termination.

11.4 Each party shall promptly return or destroy all Confidential Information of the other party in its possession or control.

12. Entire agreement

12.1 This agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, and arrangements between the parties, whether written or oral, relating to its subject matter.

12.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance, or warranty that is not set out in this agreement.

12.3 No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13. Law and jurisdiction

13.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Signed for and on behalf of the Principal:

Name: _____ Position: _____

Date (DD/MM/YYYY): _____

Signature: _____

Signed for and on behalf of the Agent:

Name: _____ Position: _____

Date (DD/MM/YYYY): _____

Signature: _____