

SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, _____, by and between:

[NAME OF COMPANY]
a company incorporated under English law
under registered number _____
with a registered office at _____ [address]
(‘the Company’)

- and -

[NAME OF SALES REPRESENTATIVE]
a company incorporated under English law
under registered number _____
with a registered office at _____ [address]
[or if an individual]
an individual resident at _____ [give full
address]
(‘the Representative’)

WHEREAS:

- A. The Company [*edit as appropriate*: manufactures, wholesales, distributes] certain products and services as more particularly described in Schedule A hereto (the ‘Products’);
- B. The Company wishes to retain the Representative to act, and the Representative wishes to so act, as a sales representative of the Company, to represent and sell the Products within the Territory (as hereinafter defined).

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

- (a) ‘Person’ means any natural person, corporation, partnership or other entity or association.
- (b) ‘Products’ means all of those products listed in Schedule A hereto.
- (c) ‘Net Sale Price’ means the sale price of Products net of freight, insurance, and duties.
- (d) ‘Territory’ shall mean the territory set out in Schedule B hereto.
- (e) ‘Working Day’ shall mean 8:00 AM to 5:00 PM, Monday to Friday, excluding bank and public holidays in England.

1.2 Words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include the feminine; and words importing persons shall include corporations. Titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provision, covenants, or conditions of this Agreement.

2. Appointment of Representative; Term; Run-Off Period

2.1 The Company hereby appoints the Representative as its non-exclusive sales representative in the Territory, and the Representative hereby accepts the appointment.

2.2 This Agreement shall commence on the ____ day of _____, _____ and shall continue in force and effect until terminated by either party in accordance with the provisions of this Agreement.

2.3 Upon termination of this Agreement, there shall be a run-off period which shall continue for a further ____ days following the termination date.

3. **Commissions**

The Representative shall earn a commission on all Product sales made by the Representative to customers in the Territory calculated as follows:

- (a) _____ per cent (___%) of the Net Sale Price of Products sold on a prepaid basis;
- (b) _____ per cent (___%) of the Net Sale Price of Products sold on credit;
- (c) a percentage to be negotiated between the parties, in advance of sale, on the Net Sale Price of orders on which the Company allows a quantity discount or other trade concession.

THIS IS A 7-PAGE DOCUMENT.