

Dated this

day of

20

(1) Poppy Jo Bespoke

(2)

AGENCY AGREEMENT

For Poppy Jo Bespoke



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THIS AGREEMENT is dated the _____ day of _____ 20__ and made **BETWEEN:**

(1) **Poppy Jo Bespoke** of

(Poppy Jo Bespoke is a trade name of Lazertype (UK) Ltd whose registered office is at Ewer House, 44-46 Crown Street, Colchester, Essex CO3 3HH company registration number 03949529 (**'Poppy Jo Bespoke'**); and

(2) (name *of agent*) of (*address*) (*or*) whose registered office is at (*address*), company registration number ('the Agent') (and where the context so admits the term Agent includes any employee, worker or other servant or agent of the Agent)

1. Appointment as Poppy Jo Bespoke Agent

1.1 Poppy Jo Bespoke appoints the Agent with effect from (*date*) to be its agent for the sale of Poppy Jo Bespoke products as described in schedule 1 ('the Products') in the area described in schedule 2 ('the Territory').

1.1 In addition to the rights and duties set out at clause 4 of this agreement the Agent shall provide the Poppy Jo Bespoke service ("the Bespoke service") to the customer. The Bespoke service allows the Customer to design their own personal and unique wedding stationary and to customise other Poppy Jo products.

1.2 The Bespoke service shall include:

1.2.1 Explaining to the Customer how the Bespoke service works and the facilities that are available to help them design their wedding stationary and other Poppy Jo products.

1.2.2 Guiding the Customer through the design process and helping them with design suggestions

1.2.3 Liaising between the Poppy Jo design team and the Customer over the final designs and finished product.

1.3 The Agent shall use its best endeavours to ensure that any words, images, pictures, designs, phrases, copyright, or other intellectual property suggested by the Customer or by the Agent are not in whole or part the intellectual property of any third party and are the customers own original ideas or that the customer has the legal right to reproduce them.

1.4 Without prejudice to any other rights in this agreement the Agent shall keep Poppy Jo Bespoke fully indemnified against any breach by the Agent of clause 1.3.

1.5 The Agent acknowledges that any ideas, words, images, pictures, designs, phrases, copyright, or other intellectual property that it helps the Customer to create shall be the absolute property of Poppy Jo Bespoke and shall (if required) execute and deliver such documents and take any other steps reasonably required to achieve the transfer of all intellectual property rights to Poppy Jo Bespoke.

2. Duration

- 2.1 The Agent is appointed for a term of 3 years.
- 2.2 This agreement can be terminated by either party giving the other, in writing, not less than one month's notice during the first year of this agreement, two months' notice during the second year of this agreement and three months' notice during the third year. The end of the notice period need not coincide with the end of the calendar month.

3. Duties of Poppy Jo Bespoke

- 3.1 Poppy Jo Bespoke must act in good faith towards the Agent.
- 3.2. Poppy Jo Bespoke must provide the Agent with the necessary information relating to the Products and necessary for the performance of his duties under this agreement.
- 3.3 Poppy Jo Bespoke must give to the Agent a statement of the commission due not later than the last day of the month following the quarter in which the commission has become due. The statement must set out the main components used in calculating the amount of the commission.
- 3.4 If so requested by the Agent, Poppy Jo Bespoke must give to the Agent all the information available to Poppy Jo Bespoke and necessary for the Agent to check the amount of commission due and payable to him, and in particular an extract from Poppy Jo Bespoke's books and papers including any accounts, deeds, writing and documents.
- 3.5 Poppy Jo Bespoke must inform the Agent immediately in the event of supply difficulties, price alterations or alterations of the terms of business to be issued to the customer.
- 3.6 Poppy Jo Bespoke must inform the Agent within a reasonable period of his acceptance or refusal of any commercial transaction negotiated or concluded by the Agent, and of any non-execution by him of any commercial transactions the Agent has procured for him.
- 3.7 Poppy Jo Bespoke must notify the Agent within a reasonable time as soon as he becomes aware or anticipates that the volume of commercial transactions will be significantly lower than the Exclusive Agent could have expected under normal circumstances.

4. Rights and duties of the Agent

- 4.1 During the term of this agreement the Agent must diligently and faithfully serve Poppy Jo Bespoke as his agent. The Agent must use his best endeavours to promote the sale of the Products within the Territory and must not do anything that may

- prevent such sale or interfere with the development of Poppy Jo Bespoke's trade in the Territory.
- 4.2 The Agent must not actively offer to sell or negotiate the sale of any of the Products to any person, firm or company outside the Territory.
 - 4.3 The Agent may negotiate passive sales of any of the Products to any person, firm or company outside the Territory. Poppy Jo Bespoke may, however, agree to pay commission in those circumstances on a case by case basis.
 - 4.4 The Agent must not, during the continuance of this agreement and for a period of 2 years after its termination, sell or offer to sell or negotiate the sale of goods of a similar description to the Products or of such kind as would or might compete or interfere with the sale of the Products either on his own behalf or on behalf of any other person, firm or company whatsoever without first obtaining the written consent of Poppy Jo Bespoke.
 - 4.5 In all negotiations with prospective customers the Agent must disclose that he is acting as agent of Poppy Jo Bespoke.
 - 4.6 Upon receipt by the Agent of any order for the Products the Agent must immediately transmit the order to Poppy Jo Bespoke who, if the order is accepted by him, must execute the same by supplying the goods direct to the customer.
 - 4.7 The Agent will not hold stocks of the Products but Poppy Jo Bespoke must provide the Agent with such sample cases and catalogues as may be necessary to enable the Agent to conduct his agency. All sample cases and catalogues shall remain the property of Poppy Jo Bespoke and must be returned by the Agent to Poppy Jo Bespoke on the termination of this agreement.
 - 4.8 The Agent must not in any way pledge the credit of Poppy Jo Bespoke or hold himself out as having the right to pledge the credit of Poppy Jo Bespoke.
 - 4.9 The Agent must not make any representations or give any warranty or guarantee in respect of the Products without the authority in writing of Poppy Jo Bespoke.
 - 4.10 Poppy Jo Bespoke shall from time to time furnish the Agent with a statement of the prices at which the Products are to be sold, and the Agent shall not seek orders at different prices.
 - 4.11 All orders must be negotiated by the Agent on Poppy Jo Bespoke's standard trading conditions from time to time in force.
 - 4.12 Upon execution of any order transmitted by the Agent to Poppy Jo Bespoke, Poppy Jo Bespoke must forward to the Agent a duplicate copy of the invoice sent with the Products to the customer.
 - 4.13 The Agent must not enter into any contract or incur any debt or other obligation on behalf of Poppy Jo Bespoke unless previously so authorised in writing by Poppy Jo Bespoke.

- 4.14 The Agent is not authorised to accept any money on behalf of Poppy Jo Bespoke nor to enter into any compromise or agreement with any of Poppy Jo Bespoke's customers.
- 4.15 The Agent must bear all costs and expenses incurred by him in performing his obligations under this agreement except in respect of expenses incurred at the specific request of Poppy Jo Bespoke and authorised by Poppy Jo Bespoke in advance in writing.
- 4.16 At the end of each week/month/quarter the Agent must supply Poppy Jo Bespoke with a written account of his activities during that period and his plans for promoting sales of the Products in the Territory.

5. Commission

- 5.1 "The Chargeable premium" means the sum over and above the net sale price for the Products as notified by Poppy Jo Bespoke to the Agent from time to time that can be charged to the Customer as set out in Schedule 3
- 5.2 The remuneration of the Agent shall be 75% of the Chargeable premium of all the Products sold by Poppy Jo Bespoke by transactions concluded during the term of this agreement and:
- 5.2.1 as a result of the Agent's action, or
- 5.2.2 with a third party whom the Agent has previously acquired as a customer for transactions of the same kind.
- 5.3 The Agent shall also be entitled to commission on all commercial transactions concluded after the termination of this agreement where the conditions of clause 6.1 above are met and the order is received before termination of this agreement or where the transaction is mainly attributable to the efforts of the Agent and is entered into within a reasonable period after the termination of this agreement. In the latter case Poppy Jo Bespoke shall be entitled to apportion the commission between the Agent and any newly appointed agent for the Territory.
- 5.4 The commission shall become due as soon as, and to the extent that, one of the following occurs:
- 5.4.1 Poppy Jo Bespoke executes the transaction,
- 5.4.2 Poppy Jo Bespoke should, according to his agreement with the customer, execute the transaction,
- 5.4.3 the customer executes the transaction, or
- 5.4.4 the customer should execute the transaction if Poppy Jo Bespoke had executed his part of the

- 5.4.5 transaction in accordance with the terms of his agreement with the customer.
- 5.5 The commission shall become payable no later than the last day of the month following the quarter in which it became due.
- 5.6 The commission shall not be payable if the contract between the customer and Poppy Jo Bespoke is not executed and this is not due to circumstances for which Poppy Jo Bespoke is responsible. Any commission already paid but not payable to the Agent must be refunded to Poppy Jo Bespoke.

6. Termination

- 6.1 Without prejudice to any remedy which Poppy Jo Bespoke may have against the Agent for any antecedent breach or non-performance of this agreement and without prejudice to the right of either party to terminate this agreement under the general law, Poppy Jo Bespoke may summarily terminate this agreement on giving written notice to the Agent if:
 - 6.1.1 the Agent commits a breach of any of the terms or conditions of this agreement and the breach (if capable of remedy) is not remedied within 14 days of being notified to the Agent in writing by Poppy Jo Bespoke,
 - 6.1.2 the Agent commits an act of bankruptcy, or
 - 6.1.3 the Agent is prevented by infirmity or ill-health from performing his functions under this agreement.
- 6.2 Either party may terminate this agreement summarily by notice in writing to the other if Poppy Jo Bespoke goes into liquidation.
- 6.3 This agreement shall terminate without notice in the event of the death of the Agent.
- 6.4 In case of termination of this agreement Poppy Jo Bespoke must indemnify the Agent in accordance with the statutory provisions applicable to commercial agents in the United Kingdom.

7. Intellectual property rights

- 7.1 The Agent may use the trade marks, trade names, copyrights and designs relating to the Products ('the Intellectual Property') and any literature supplied by Poppy Jo Bespoke in connection with them only as expressly authorised by Poppy Jo Bespoke, and must comply with Poppy Jo Bespoke's instructions relating to the form and context in which the Intellectual Property and literature are used.
- 7.2 The Agent acknowledges that he has no rights in or to the Intellectual Property. He must not do or omit to do anything by which the goodwill and reputation associated with the Intellectual Property might be diminished or jeopardised.
- 7.3 The Agent must inform Poppy Jo Bespoke immediately of any infringement or apparent or threatened infringement of the Intellectual Property and of any passing

off of goods as the Products of which he may become aware. He must on request assist Poppy Jo Bespoke to deal with such infringements.

8. Confidentiality

During the period of this agreement and after its termination, the Agent must not disclose any confidential information (whether technical or otherwise) made available to him by Poppy Jo Bespoke, unless such information has reached the public domain.

9. Miscellaneous

- 9.1 Any indulgence granted by Poppy Jo Bespoke to the Agent in respect of the performance by the Agent of his obligations under this agreement or any neglect or failure by Poppy Jo Bespoke to enforce any of the terms of it shall not be construed as a waiver or variation of this agreement or otherwise prejudice any of Poppy Jo Bespoke's rights under it.
- 9.2 No variation of this agreement shall be of any effect unless made in writing and signed by Poppy Jo Bespoke and by the Agent.
- 9.3 This agreement is personal to Poppy Jo Bespoke and the Agent and may not be sub-contracted or assigned by either party.
- 9.4 This agreement shall be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts.
- 9.5 Any notice required or permitted under this agreement must be in writing and must be personally delivered or sent by by, first-class postage prepaid, or sent by email or fax to the recipient party at the relevant address shown in this agreement or such other address as has been notified in accordance with this clause by the party concerned as being his address for the purposes of this clause. Any notice shall be deemed to have been given at the time of personal delivery, or in the case of fax, or email upon transmission provided confirmation is sent as described above, or in the case of first class post 3 business days after the date and time of mailing.
- 9.6 This agreement supersedes all previous agreements between Poppy Jo Bespoke and the Agent.
- 9.7 Poppy Jo Bespoke reserve the right to alter their product range from time to time and withdraw any of the Products from sale without prior notice

10. Definitions

In this agreement, unless the context clearly indicates another intention:

- 10.1 reference to one gender includes all other genders,
- 10.2 reference to the singular includes the plural and vice versa,
- 10.3 reference to a clause, schedule or party is a reference to a clause of or a

schedule or party to this agreement,

- 10.4 obligations undertaken by more than a single person or company are joint and several obligations,
- 10.5 reference to a statutory provision is a reference to that provision as modified or re-enacted or both from time to time and to any subordinate legislation made under the statutory provision,
- 10.6 reference to a document is a reference to that document as from time to time supplemented or varied,
- 10.8 reference to writing includes fax, e-mail and similar means of communication,
- 10.9 a number of days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day that is not a normal business day in England in which case the last day shall be the next succeeding day that is a normal business day in England, and
- 10.10 any reference to a person includes natural persons and partnerships, firms and other such incorporated bodies, corporate bodies and all other legal persons of whatever kind and however constituted.
- 10.11 the schedules form part of this agreement and any reference to 'this agreement' includes the schedules and recitals.

SCHEDULE 1

The Poppy Jo Bespoke Range

The Products

(This list of products may be varied from time to time)

Wedding Invitations daytime and evening, RSVP Cards, Save the date cards, Embellishment kits, Information sheets, Order of service, Menus, Envelopes, Seating plans, Place cards, Table numbers, Napkin bands and Thank you cards

SCHEDULE 2

The Territory

United Kingdom of Great Britain and Northern Ireland

SCHEDULE 3
Chargeable premium

Net sale price	Premium limit
Up to 50p	300% premium limit
51p to £1	200% premium limit
£1.01 to £1.50	150% premium limit
£1.51 to £5.00	100% premium limit
£5.01 to £25.00	80% premium limit
£25.01 to £50.00	60% premium limit
£50.01 and over	40% premium limit

All sales shall be subject to a minimum premium of 25%

Signed for and
On behalf of
Poppy Jo Bespoke

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