



DISCLAIMER: The contents of this text do not constitute legal advice and are not meant to be complete or exhaustive. Although Warwick Legal Network tries to ensure the information is accurate and up-to-date, all users should seek legal advice before taking or refraining from taking any action. Neither Warwick Legal Network nor its members are liable or accept liability for any loss which may arise from possible errors in the text or from the reliance on information contained in this text.

**Fact Sheet Agency - England and Wales** (per March 2012)

How is an agent defined under national law?	A commercial agent is defined as “a self-employed intermediary who has continuing authority to negotiate the sale or purchase of goods on behalf of another person (the principal) or to negotiate and conclude the sale or purchase of goods on behalf of and in the name of that principal”.
How is the normal duration of a contract normally defined?	The duration of the appointment is likely to be one of: <ol style="list-style-type: none"><li>1. A fixed term with provision for termination on notice thereafter.</li><li>2. An indefinite term terminable on notice from the start.</li><li>3. A fixed term requiring positive extension.</li></ol>
How long is the notice of termination?	Minimum notice periods are implied under the Directive: one month for the first year, two months for the second year and three months for the third and subsequent years.  The parties may naturally agree longer notice periods.
What rights does the agent have to compensation or indemnity upon termination?	In the UK, both alternatives were implemented by Regulations 17 and 18, allowing the parties to decide for themselves but on the basis that, unless otherwise agreed, a commercial agent would be entitled to compensation rather than indemnity.
Are there any laws or regulations relating to restraint of trade/restrictive covenants	None specifically.  Such provisions are governed by the common law doctrine of restraint of trade and are prima facie void, but may be justified if they protect a meritorious interest, are reasonable in geographic extent and duration and not contrary to the public interest.  The position at common law is that, in the absence of contrary agreement, an agent is free to handle competing products during the life of the agreement.
Are any particular formalities required for an agency agreement to be legally valid and enforceable under national law?	None save for normal rules in relation to offer and acceptance.

Contact: Steen Rosenfalck, Miller Rosenfalck, London, sr@[millerrosenfalck.com](mailto:millerrosenfalck.com)