VOIXA · CHECKLIST

Appointing a commercial agent in Spain: what the contract must settle

Law 12/1992 is mandatory: most of its rules apply whatever the contract says. These are the points to decide, and to put in writing, before the agent starts.

Before signing

☐	Is the agent genuinely independent, organising their own work and time?	Law 12/1992, art. 2
☐	May the agent conclude contracts in your name? (permanent establishment risk)	art. 6
☐	Territory or customer group, and whether it is exclusive	art. 12.2
☐	Remuneration: fixed, commission or both; what counts as commission	art. 11
☐	Commission statements and payment by the end of the month after each quarter	arts. 15 and 16
☐	Expenses: not reimbursed unless agreed	art. 18
☐	Del credere, only in writing and with its commission stated	art. 19
☐	Non-compete: in writing, territory and goods only, two years at most	arts. 20 and 21

For the exit

☐	Fixed term or indefinite; a performed fixed term becomes indefinite	arts. 23 and 24
☐	Notice: one month per year, at least one, at most six, in writing	art. 25
☐	Goodwill indemnity: up to one year’s average remuneration over five years	art. 28
☐	Disputes go to the court of the agent’s domicile, whatever the contract says	second additional provision

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