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**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Company>> a [a company registered in the <<Country of Registration>> under number <<Company Registration Number>>] whose registered office is at <<insert Address>> (“the Company”)
- (2) <<Name of Client>> [a company registered in the <<Country of Registration>> under number <<Company Registration Number>>] whose registered office is at <<insert Address>> (“the Client”)] **OR** [of <<Name of Client>> (<<Country of Registration>>)]

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**WHEREAS:**

- (1) At all material times the Client has been carrying on the business of providing search engine optimisation (“SEO”)
- (2) The Client wishes to improve the search engine rankings of their website, <<insert URL>> (“the Website”).
- (3) The Company hereby agrees to provide such services to the Client subject to the terms and conditions of this Agreement.

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**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

**“Audit Report”** means a report detailing the current status of the Client’s website, its SEO and search engine performance.

**“Business Day”** means any day other than Saturday or Sunday) on which the Client’s offices are open for their full range of services at <<insert location>>;

**“Competition Report”** means a report detailing the search engine ranking details of factors including, but not limited to, the Client’s and its competitors’ search engine performance.

**“Confidential Information”** means information which is disclosed by either Party, information which is provided by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing) and whether or not the information is stated to be confidential or otherwise protected by law.

**“Designated Search Engines”** means the search engines on which the Company shall provide services with a view to improving the search engine rankings of the Client’s website as defined in Schedule 1;

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["Fee"]

on payable to the Company for defined in Clause 5;]

["Initial Fee"]

payable to the Company under payment of the Milestone

“Intellectual Property Rights”

rights in any patents, trade marks, registered designs, applications (and any of those rights) trade, business internet domain names and e-mail addresses and trade marks and service marks, know-how, rights in designs

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regulations, consents, orders, statutes or other legal instruments or a right in paragraph (a);

of a similar effect or nature as or to those listed in paragraph (a) and (b) which now or in the future

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past infringements of any of the

“Keyword Report”

document detailing the Company’s list of keywords to be included in the Company’s keyword campaigns];

["Milestone Payment(s)"]

amount payable to the Company for each of the milestones set out in sub-Clause 4.4;]

“Required Information”

information which the Client must supply to enable the Company to carry out the services set out in Schedule 1;

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“SEO Services”

services to be provided by the Company in accordance with the terms and conditions set out in Schedule 1; and

“Website SEO”

components of the SEO services to the Client, not limited to, the editing of the content, the preparation of reports and other materials to enable the Client or a third party to use the services in accordance with the Company’s

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1.2 Unless the context of this Agreement requires otherwise, any reference in this Agreement to:

reference in this Agreement to:

1.2.1 “writing”, and any other form of communication, includes a reference to any communication in any form, including electronic or facsimile transmission or any other similar means of communication.

reference in this Agreement to:

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1.2.2 a statute or regulation is a reference to that statute or regulation as it applies at the relevant time;

1.2.3 "this Agreement" means this Agreement and each of the Schedules attached hereto at the relevant time;

1.2.4 a Schedule means a Schedule attached to this Agreement;

1.2.5 a Clause or Paragraph means a reference to a Clause or Paragraph of this Agreement (other than this Clause or Paragraph) as the case may be, and a reference to a Clause or Paragraph of the relevant Schedule;

1.2.6 a "Party" or "Parties" means the Parties to this Agreement.

1.3 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.4 Words imparting the singular include the plural and vice versa.

1.5 References to any gender include the other gender.

**2. Engagement of the Company**

2.1 The Client hereby engages the Company to provide the SEO Services.

2.2 The Company shall complete the SEO Services by <<insert date>> ("the Completion Date").

2.3 Subject to sub-Clause 2.4, if the Company fails to complete the SEO Services by the Completion Date, the sum of £<<insert sum>>] **OR** [a sum of <<insert sum>>] per day shall be deducted from the total Fee due to the Company for each Business Day after the Completion Date.

2.4 The Client shall provide the Required Information to the Company by <<insert date>> ("the Delivery Date"). If the Client fails to deliver the Required Information by the Delivery Date, the Completion Date shall be extended by one Business Day for each Business Day after the delivery of the Required Information is delayed.

2.5 [The Company shall ensure that the quality of the SEO Services and shall ensure that the Company performs the SEO Services with reasonable care and, without limitation, is wholly responsible for the performance of the SEO Services. The Company shall also ensure that anyone authorised by it to perform all or any part of the SEO Services shall also do so competently and with reasonable care.]

**3. Nature of Engagement**

3.1 The Company shall be responsible for organising how and in what order the SEO Services shall be performed. The Company shall liaise with the Client (or the Client's representative) to ensure that due account is taken of the impact of the timing of the SEO Services performed upon the activities of the Client and any other parties engaged by the Client.

3.2 [The engagement of the Company shall be exclusively for the performance of the SEO Services and the Company shall be entitled to subcontract the performance of the SEO Services.]

3.3 The engagement of the Company under this Agreement

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does not create a relationship shall he

on the part of the Client or the engagement and no continuing ed.

4. The SEO Services

4.1 The Company shall in accordance with this

services specified in Schedule 1 in particular Clause 2.

4.2 The Company shall provide to the Client including, but not limited to, the setting up of campaigns, without the prior written agreement and authorisation

to the Client including, but not limited to, the setting up of campaigns, without the prior written agreement and authorisation

4.3 [The Website SEO materials shall be uploaded to the Website via FTP. The Client shall provide the required access details, but not limited to FTP details, no later than <<insert date>>]

to the Website and the Website SEO materials shall be uploaded to the Website via FTP. The Client shall provide the required access details, but not limited to FTP details, no later than <<insert date>>

OR

[The Company shall provide to the Website and the Website SEO materials shall be uploaded to the Website via FTP. The Client shall provide the required access details, but not limited to FTP details, no later than <<insert date>>]

to the Website and the Website SEO materials shall be uploaded to the Website via FTP. The Client shall provide the required access details, but not limited to FTP details, no later than <<insert date>>

4.4 The Company shall provide the following milestone deliverables by the <<insert date>>:

the following milestone deliverables by the <<insert date>>:

4.4.1 the Audit Report <<insert date>>;

<<insert date>>;

4.4.2 the Competitor Analysis <<insert date>>;

<<insert date>>;

4.4.3 the Keyword Research <<insert date>>;

<<insert date>>;

4.4.4 the Website Audit <<insert date>>;

<<insert date>>;

4.4.5 <<insert additional deliverables as required>>.

required>>.

4.5 The Client understands that the following:

the following:

4.5.1 The times for when search engine listings vary and the Company cannot guarantee that the Website will appear in search engines or that its position will change immediately after being performed.

when search engine listings vary and the Company cannot guarantee that the Website will appear in search engines or that its position will change immediately after being performed.

4.5.2 The Company cannot guarantee that search engines and cannot provide any guarantee that search engines will not change their policies in a way that will have a detrimental effect on the Website following the completion of the SEO Services.

search engines and cannot provide any guarantee that search engines will not change their policies in a way that will have a detrimental effect on the Website following the completion of the SEO Services.

4.5.3 The Company cannot guarantee the Website will be held prior to the SEO Services.

responsibility for any detrimental effect on the Website which results from any activity of the Client or the Company, but not limited to, alterations to the Website.

4.5.4 The Company cannot guarantee that the SEO Services will result in improved search results on the Designated Search Engines.

that the SEO Services will result in improved search results on the Designated Search Engines.

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4.5.5 [Subject to Website does number>> to within a per and remain Company s remedial wo reasonable e

Clauses 4.5.2 and 4.5.3, if the arch results ranking from <<insert the Designated Search Engines from the date of this Agreement at least <<insert period>>, the than <<insert period>> worth of ost to the Client and shall use hance the position of the Website.]

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5. Consideration

5.1 [In consideration of [Initial] Fee of £<<in <<insert date>>].]

Client shall pay to the Company the in the Company's quotation dated

AND/OR

[In consideration of Milestone Payments

Client shall make the following

- 5.1.1 The sum of \$
5.1.2 The sum of \$
5.1.3 The sum of \$
5.1.4 The sum of \$
5.1.5 <<insert add

- ery of the Audit Report;
ery of the Competition Report;
ery of the Keyword Report;
pletion of the Website SEO;
quired>>]

5.2 Payment of the [Init following completion made within <<ins invoice for the same

Stone Payment] shall be made only of the] SEO Services and shall be by the Client of the Company's

5.3 All payments made value added tax cha

shall be expressly exclusive of any

5.4 [No further payment and above the entit payment shall be m by the Company in

ompany for the SEO Services over ause 5 [and, without limitation, no respect of any expenses incurred ices].]

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6. Intellectual Property

6.1 Upon receipt in ful copyright and any a and all materials cr Services shall be de be deemed to have of Chapter IV of the

l sums due under Clause 5, the Property Rights subsisting in any n the course of providing the SEO the Client and the Company shall n respect of such work arising out Patents Act 1988.

6.2 [The Company furt subsisting in any ar third party consult assigned to the Co subject to the requir

nd all Intellectual Property Rights or or on behalf of the Company by contractors or similar, shall be rties and will, where relevant, be 1.]

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6.3 Nothing in this Agreement and sub-Clause 6.1 shall affect any Intellectual Property Rights which may be owned by the Client.

## 7. Company's Warranties and Representations

7.1 The Company represents and warrants as follows:

7.1.1 the work produced by the Company shall be original and shall not infringe any copyright, other Intellectual Property Rights, or any other rights which may be owned by the Client;

7.1.2 the work produced by the Company shall not, under the laws of [insert jurisdiction e.g. England and Wales>>] be defamatory or obscene, or have been obtained in breach of the GDPR, the Investigatory Powers Act 2000, the Regulation of Investigatory Powers Act 1989, or any other legislation and nothing shall constitute a contempt of court;

7.1.3 the Company shall not, and shall not permit any third party to, transfer, encumber or otherwise dispose of any other rights in or to the work produced in connection with the Services except pursuant to this Agreement or any agreement or arrangement which might be entered into by the Client or its rights under this Agreement or its performance of its obligations under this Agreement;

7.1.4 [subject to Clause 7.2] the Company hereby undertakes to indemnify the Client at all times fully indemnified from and against all losses, proceedings, claims, demands, costs (including without limitation the legal costs of the Client and own-client basis), awards, or damages howsoever incurred or suffered by or indirectly – as a result of any breach or non-compliance with any of the Company's obligations under this Agreement.

7.2 [The total liability of the Company under this Agreement shall be limited to £<<insert sum>>.]

## 8. Client's Warranties and Representations

8.1 The Client represents and warrants as follows:

8.1.1 the Website shall not infringe any copyright, other Intellectual Property Rights, or any other rights which may be owned by the Client and shall not constitute a contempt of court;

the Website in the Company shall not constitute a contempt of court;

and agrees with the Client as follows:

the SEO Services shall be original and shall not infringe any copyright, other Intellectual Property Rights, or any other rights which may be owned by the Client;

the SEO Services shall not, under the laws of [insert jurisdiction e.g. England and Wales>>] be defamatory or obscene, or have been obtained in breach of the GDPR, the Investigatory Powers Act 2000, the Regulation of Investigatory Powers Act 1989, or any other legislation and nothing shall constitute a contempt of court;

the Company shall not, and shall not permit any third party to, transfer, encumber or otherwise dispose of any other rights in or to the work produced in connection with the Services except pursuant to this Agreement or any agreement or arrangement which might be entered into by the Client or its rights under this Agreement or its performance of its obligations under this Agreement;

the Company hereby undertakes to indemnify the Client at all times fully indemnified from and against all losses, proceedings, claims, demands, costs (including without limitation the legal costs of the Client and own-client basis), awards, or damages howsoever incurred or suffered by or indirectly – as a result of any breach or non-compliance with any of the Company's obligations under this Agreement.

This Agreement shall be limited to

and agrees with the Company as follows:

otherwise owned by the Client and shall not constitute a contempt of court;

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8.1.2 the Website in any jurisdiction or which is offensive to the sensibilities of any person and shall not contain any material which is prohibited or restricted under the Data Protection Act 1998, the Freedom of Information Act 2000, the Racial and Religious Hatred Act 2001, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989 or any other applicable legislation and the breach of which would constitute a contempt of court;

of [any jurisdiction] OR [insert text] be obscene, blasphemous, defamatory of any person and shall not contain any material which is prohibited or restricted under the Data Protection Act 1998, the Freedom of Information Act 2000, the Racial and Religious Hatred Act 2001, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989 or any other applicable legislation and the breach of which would constitute a contempt of court;

8.1.3 the Client shall not enter into any agreement or arrangement which might conflict with its obligations under this Agreement or might prevent or hinder the Client from performing its obligations under this Agreement;

agreement or arrangement which might conflict with its obligations under this Agreement or might prevent or hinder the Client from performing its obligations under this Agreement;

8.1.4 [subject to sub-Clause 8.1.3] the Client shall indemnify and hold the Company harmless from and against all claims, demands, costs (including without prejudice to the legal costs of the Company on a client basis), awards, or damages howsoever arising in respect of any non-performance of the Client's undertakings, warranties, or obligations under this Agreement;

the Client hereby undertakes to indemnify and hold the Company harmless from and against all claims, demands, costs (including without prejudice to the legal costs of the Client on a client basis), awards, or damages howsoever arising in respect of any non-performance of the Client's undertakings, warranties, or obligations under this Agreement.

8.2 [The total liability of the Client under this Agreement shall be limited to £<<insert sum>>.]

The total liability of the Client under this Agreement shall be limited to £<<insert sum>>.]

9. Confidentiality

9.1 Both Parties understand and agree that the Confidential Information provided by sub-Clause 9.2 or as otherwise set out in this Agreement shall be held in confidence and they shall at all times during the term of this Agreement and for a period of [insert period] after its termination:

Both Parties understand and agree that the Confidential Information provided by sub-Clause 9.2 or as otherwise set out in this Agreement shall be held in confidence and they shall at all times during the term of this Agreement and for a period of [insert period] after its termination:

9.1.1 keep confidential and not disclose the Confidential Information;

keep confidential and not disclose the Confidential Information;

9.1.2 not disclose the Confidential Information to any other party;

not disclose the Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated in this Agreement;

not use any Confidential Information for any purpose other than as contemplated in this Agreement;

9.1.4 not make any Confidential Information available in any way or part with possession of any Confidential Information;

not make any Confidential Information available in any way or part with possession of any Confidential Information;

9.1.5 ensure that its directors, officers, employees, agents or advisors do not disclose any Confidential Information, which, if done by that Party, would be a breach of this Clause 9.

ensure that its directors, officers, employees, agents or advisors do not disclose any Confidential Information, which, if done by that Party, would be a breach of this Clause 9.

9.2 Subject to sub-Clause 9.3, the Client may disclose any Confidential Information to:

Subject to sub-Clause 9.3, the Client may disclose any Confidential Information to:

9.2.1 any of their service providers, agents, or suppliers;

any of their service providers, agents, or suppliers;

9.2.2 any governmental body or regulatory body; or

any governmental body or regulatory body; or

9.2.3 any of their advisors or those of any party described in sub-Clauses 9.2.1 and 9.2.2;

any of their advisors or those of any party described in sub-Clauses 9.2.1 and 9.2.2;

9.3 Disclosure under sub-Clause 9.2 shall be made only to the extent that is necessary for the performance of this Agreement, or as required by applicable law. In each case the Client shall first inform the recipient that the

Disclosure under sub-Clause 9.2 shall be made only to the extent that is necessary for the performance of this Agreement, or as required by applicable law. In each case the Client shall first inform the recipient that the

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Confidential Information described in sub-Clause 9.3, a body, the disclosure of which is a written undertaking to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

Unless the recipient is a body comprised employee or officer of such a body, the recipient shall disclose and submit to the other Party a written undertaking to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

9.4 Either Party may use the Confidential Information for any purpose, or disclose it to any other party, if the Confidential Information is or becomes public knowledge through no fault of the Party.

9.4 Either Party may use the Confidential Information for any purpose, or disclose it to any other party, if the Confidential Information is or becomes public knowledge through no fault of the Party.

9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party must not disclose any part of that Confidential Information which is not disclosed.

9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party must not disclose any part of that Confidential Information which is not disclosed.

9.6 The provisions of this Clause shall be in force in accordance with their terms, notwithstanding any other provisions of this Agreement for any reason.

9.6 The provisions of this Clause shall be in force in accordance with their terms, notwithstanding any other provisions of this Agreement for any reason.

**10. Termination**

10.1 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice.

10.1 Either Party may terminate this Agreement by giving to the other not less than <<insert notice period>> written notice.

10.2 Without prejudice to Clause 10.1, this Agreement shall terminate, notwithstanding any other provisions to the contrary, if any of the following events occur, and remedies the Parties may be available:

10.2 Without prejudice to Clause 10.1, this Agreement shall terminate, notwithstanding any other provisions to the contrary, if any of the following events occur, and remedies the Parties may be available:

10.2.1 either Party fails to perform its obligations under this Agreement within <<insert period>> of the date of the other Party's written notice of such failure from the other Party;

10.2.1 either Party fails to perform its obligations under this Agreement within <<insert period>> of the date of the other Party's written notice of such failure from the other Party;

10.2.2 an encumbrance is placed on the property of a company, or where the other Party is a company, a charge is placed on that other Party's property;

10.2.2 an encumbrance is placed on the property of a company, or where the other Party is a company, a charge is placed on that other Party's property;

10.2.3 the other Party enters into an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);

10.2.3 the other Party enters into an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);

10.2.4 the other Party is a company and a bankruptcy order is made against it, or where the other Party is a firm, goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party is bound by or subject to the provisions of this Agreement);

10.2.4 the other Party is a company and a bankruptcy order is made against it, or where the other Party is a firm, goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party is bound by or subject to the provisions of this Agreement);

10.2.5 anything which is required to be done by or for the other Party under the law of any jurisdiction ceases to be done;

10.2.5 anything which is required to be done by or for the other Party under the law of any jurisdiction ceases to be done;

10.2.6 the other Party ceases, to carry on business; or

10.2.6 the other Party ceases, to carry on business; or

10.2.7 control of the other Party is taken over by any person or connected persons not named in this Agreement. For the purposes of this Clause 10, "control" and "connected persons" have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

10.2.7 control of the other Party is taken over by any person or connected persons not named in this Agreement. For the purposes of this Clause 10, "control" and "connected persons" have the meanings ascribed thereto by Sections 112 and 113 of the Corporation Tax Act 2010.

10.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either Party under this Agreement.

10.3 The termination of this Agreement shall be without prejudice to any rights which have already accrued to either Party under this Agreement.

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11. **Nature of the Agreement**

11.1 This Agreement is not subject to mortgage, or charge, or lien, or other encumbrance, and neither Party may assign, or otherwise delegate any of its rights hereunder, or its obligations hereunder, without the prior written consent not to be unreasonably withheld by the other Party.

s and neither Party may assign, or otherwise delegate any of its rights hereunder, or its obligations hereunder, without the prior written consent of the other Party, such consent not to be unreasonably withheld.

11.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and it may not be modified except by an instrument in writing signed by both Parties.

ement between the Parties with respect to its subject matter, and it may not be modified except by an instrument in writing signed by both Parties.

11.3 Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty, or other terms or conditions, warranties or other terms or conditions implied by statute or common law, and it agrees to be bound to the fullest extent permitted by law.

to this Agreement, it does not rely on any representation or warranty, or other terms or conditions implied by statute or common law, and it agrees to be bound to the fullest extent permitted by law.

11.4 No failure or delay in the performance of this Agreement shall be deemed to constitute either Party of a breach of this Agreement, and no waiver by either Party shall be deemed to constitute a waiver of any such breach.

cising any of its rights under this Agreement, it shall not be deemed to constitute either Party of a breach of this Agreement, and no waiver by either Party shall be deemed to constitute a waiver of any such breach.

12. **Severance**

The Parties agree that, if any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement.

r more of the provisions of this Agreement are found to be unenforceable, that / those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

13. **Notices**

13.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

writing and be deemed duly given if signed by, or on behalf of, an authorized officer of the Party giving the notice.

13.2 Notices shall be deemed to have been given:

given:

13.2.1 when delivered to the recipient by a courier or other messenger (including overnight delivery) during business hours of the recipient; or

ier or other messenger (including overnight delivery) during business hours of the recipient; or

13.2.2 when sent, by e-mail or other electronic transmission, to the recipient's e-mail address; or

ile or e-mail and a successful transmission is generated; or

13.2.3 on the fifth business day after mailing, if mailed by national or international registered mail; or

g mailing, if mailed by national or international registered mail; or

13.2.4 on the tenth business day after mailing, if mailed by airmail, or by registered mail with return receipt requested and postage prepaid.

g mailing, if mailed by airmail, or by registered mail with return receipt requested and postage prepaid.

In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile address of the recipient on file with the other Party.

o the most recent address, e-mail address, or facsimile address of the other Party.

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14. **Alternative Dispute Reso**

14.1 Any dispute or d  
Agreement or its s  
agreed upon by the  
then President of t  
conferred upon arbi

en the Parties relating to this  
ferred to a single arbitrator to be  
agreement, to be appointed by the  
arbitrator to have all of the powers  
England and Wales.

14.2 The Parties hereby  
and binding on both

of the Arbitrator shall [not] be final

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15. **Law and Jurisdiction**

15.1 This Agreement (inc  
therefrom or assoc  
accordance with, th

ual matters and obligations arising  
e governed by, and construed in  
ales.

15.2 Subject to the provi  
or claim between t  
contractual matters  
shall fall within the j

dispute, controversy, proceedings  
is Agreement (including any non-  
herefrom or associated therewith)  
of England and Wales.

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**IN WITNESS WHEREOF** this Agreement  
before written

executed the day and year first

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Company Name

In the presence of  
<<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing  
for and on behalf of <<Client's Name

In the presence of  
<<Name & Address of Witness>>

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**The SEO Services**

<<Insert full details of the SEO Services provided by the Company>>

**Designated Search Engines**

<<List the Designated Search Engines>>

**Required Information**

<<Insert full details of the Required Information>>

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