

# S A M P L E

BLOG ADVERTISING AGREEMENT

**THIS AGREEMENT** is made the

**BETWEEN:**

- (1) <<Name of Blogger>> [a <<Country of Registration>> under number <<Company Registration number>> whose registered office is at] **OR** [of <<insert Address>> ("the Blogger")]
- (2) <<Name of Advertiser>> [a <<Country of Registration>> under number <<Company Registration number>> whose registered office is at] **OR** [of <<insert Address>> ("the Advertiser")]

**WHEREAS:**

- (1) At all material times the Blogger has been writing and publishing of the blog known as <<insert Blog title>> ("the Blog").
- (2) At all material times the Advertiser has been in the business of <<insert brief description of business>> and wishes to advertise the Business on the Blog.
- (3) The Blogger hereby agrees to provide the Advertising Services on the Blog subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

**"Advertising Services"**

blog advertising services to be provided to the Advertiser including the creation of Posts on the Blog;

**"Blog Host"**

the name of blog host e.g. Wordpress>>, which hosts the Blog;

**"Business Day"**

any day other than Saturday or Sunday) on which the Advertiser is open for their full range of services at <<insert location>>;

**"Confidential Information"**

any information, whether or not confidential, which is disclosed by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise);

**"Fee"**

the fee payable to the Blogger for the Advertising Services defined in sub-Clause 5.1;

**“Intellectual Property Rights”**

**[“Licence Term”]**

**[“Per-Post Fee”]**

**“Promotional Post”**

**“Required Information”**

1.2 Unless the context of

1.2.1 “writing”, and  
communicat  
similar mean

1.2.2 a statute or  
provision as

1.2.3 “this Agree  
Schedules a

1.2.4 a Schedule i

1.2.5 a Clause or  
(other than  
and

1.2.6 a “Party” or t

1.3 The headings used  
no effect upon the in

1.4 Words imparting the

S

A

M

P

L

E

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

es, consents, orders, statutes or  
a right in paragraph (a);

or similar effect or nature as or to  
(a) and (b) which now or in the

past infringements of any of the

of the licence granted to the  
e 6, as defined in Schedule 1;]

ble to the Blogger for each  
ished on the Blog as defined in

log which advertises the Business  
ourse of the Advertising Services;

which the Advertiser must supply  
ble the Blogger to carry out the  
s defined in Schedule 1.

reference in this Agreement to:

on, includes a reference to any  
nic or facsimile transmission or

e is a reference to that statute or  
at the relevant time;

this Agreement and each of the  
nted at the relevant time;

ement;

ce to a Clause of this Agreement  
agraph of the relevant Schedule;

parties to this Agreement.

r convenience only and shall have  
ement.

clude the plural and vice versa.

- 1.5 References to any gender shall include the other gender.
2. **Engagement and Advertising Services**
- 2.1 The Advertiser hereby engages the Blogger to provide the Advertising Services.
- 2.2 The Advertising Services shall commence on <<insert date>> ("the Start Date") and continue until <<insert date>> or <<insert period>> during or at the end of which either Party may terminate this Agreement immediately in accordance with section 13. If both Parties wish to continue, the Advertising Services shall thereafter for a] period of <<insert period>>, renewable at the discretion of both Parties.
- 2.3 Subject to renewal, the Advertising services shall end on <<insert date>> OR [on <<insert number>> impression] AND/OR [on <<insert number>> impression(s) as required>>].
- 2.4 All Promotional Posts shall be made on the Blog for a minimum period of <<insert period>> [notwithstanding the termination of this Agreement] OR [notwithstanding the termination of this Agreement].
- 2.5 The Blog shall remain available until the termination of this Agreement].
- 2.6 The provisions of section 13 shall be subject to any and all events beyond the control of the Blogger. Such circumstances shall include, but not be limited to, the termination of the Blog by the Blog Host (unless such termination is due to the Blogger), the change of control, the closure or winding-up of the Blogger, or other events addressed in Clause 13.
- 2.7 The Blogger shall post <<insert number>> Promotional Posts per <<insert period>> [leaving <<insert number>> Promotional Posts per <<insert period>> or less than <<insert period>> between each <<insert period>>].
- 2.8 Each Promotional Post shall be no more than <<insert number>> words in length and no more than <<insert number>> words in length [and shall contain <<insert number>> words in length (include dimensions), hyperlinks etc.>>].
- 2.9 The Advertiser shall provide the Required Information to the Blogger by <<insert date>> ("the Required Information Delivery Date"). In the event that the Advertiser fails to deliver the Required Information by the Required Information Delivery Date, the Start Date (and all other relevant dates) shall be postponed for each day that the delivery of the Required Information is delayed.
- 2.10 The Blogger shall ensure the quality of the Advertising Services and shall ensure that the Advertising Services, with reasonable care and, without limitation, is wholly performed by the Blogger or that anyone authorised by him to perform all or any part of the Advertising Services shall also do so competently and with reasonable care.
3. **Nature of Engagement**
- 3.1 The Blogger shall act as an independent contractor and the Blogger's employees are at all times under the control of the Blogger.

S

# A

## M

P

## L

# E

Blogger's exclusive

- 3.2 The Blogger shall arrange in and in what order the Advertising Services to be performed with the Advertiser and shall, where relevant, liaise with the Advertiser (or its representative) to ensure that due account is taken of the requirements of the Advertising Services to be performed upon the Advertiser and any other contractors, consultants and subcontractors engaged by the Advertiser.
- 3.3 The engagement under this Agreement shall be mutually non-exclusive and the Blogger shall be entitled to employ or to substitute or to employ another worker with the same or similar skills and experience to perform the Advertising Services. The Blogger shall not be obliged to provide such a substitute in any event provide such a substitute if the provision of such a substitute is unduly delayed by absence or incapacity of the Blogger or if the Advertiser (or its representative) is notified by the Advertiser (or its representative) that such a substitute is unacceptable.
- 3.4 Whenever possible, the Blogger shall use his own equipment, materials and resources to perform the Advertising Services.
- 3.5 The engagement under this Agreement does not create any mutual obligations between the Advertiser or the Blogger and no continuing relationship shall hereby be created or implied.

#### 4. Status of the Blogger

- 4.1 The Blogger shall be an independent contractor [and shall have the status of a self-employed person] and shall be responsible for all income tax and national insurance or similar taxes or contributions in respect of the consideration payable under this Agreement.
- 4.2 The Blogger hereby releases the Advertiser in respect of any claims that may be made by third parties or authorities against the Advertiser in respect of income tax or contributions or similar taxes or contributions, including National Insurance, relating to the Advertising Services provided by the Blogger under this Agreement.
- 4.3 The Blogger shall be responsible for any taxes, including but not limited to, duties, licenses and value added tax.
- 4.4 Nothing in this Agreement shall be construed as intended to create any partnership, joint venture or employment relationship between the Parties.

## 5. Consideration

- 5.1 In consideration of the Advertiser's agreement to pay to the Blogger the [initial] <<[insert sum]>> [as set out in the Blogger's quotation dated <<[insert date]>>] the Advertiser shall pay to the Blogger a Post Fee of £<<insert sum>> per Promotional Post.]
- 5.2 Payment of the [initial <<[insert sum]>> Pre-Post Fee] shall be made only following completion of the [initial <<[insert sum]>>] Advertising Services and shall be made within <<[insert period]>> of the date of the invoice for the same.
- 5.3 All payments made by the Advertiser to the Blogger shall be expressly exclusive of any value added tax charge.

- 5.4 No further payment over and above the no payment shall be by the Blogger in co
- Blogger for the Advertising Services as Clause 5 and, without limitation, respect of any expenses incurred Services.

## 6. Intellectual Property

- 6.1 [Upon receipt in full copyright and any and all materials of Advertising Services Blogger shall be deemed work arising out of 1988.]
- sums due under Clause 5, the Property Rights subsisting in any in the course of providing the assigned to the Advertiser and the is moral rights in respect of such Copyright Designs and Patents Act

OR

- 6.1 [Upon receipt in full copyright and any and all materials of Advertising Services purposes described 1] OR [for the full Property Rights].]
- sums due under Clause 5, the Property Rights subsisting in any in the course of providing the to the Advertiser strictly for the Licence Term set out in Schedule and any and all other Intellectual

OR

- 6.1 [Nothing in this Agreement Property Rights subsisting in the course of providing the Advertiser.]
- 6.2 Nothing in this Agreement otherwise belonging to the Blogger.
- 6.3 Save for that material shall vest any rights
- copyright or any other Intellectual materials created by the Blogger in the Advertiser.]
- rights in any material provided by, or is used in the Promotional Posts
- use 6.1, nothing in this Agreement part of the Blog in the Advertiser.

## 7. Blogger's Warranties and

- 7.1 The Blogger represents, and agrees with the Advertiser as follows:
- 7.1.1 the work provided original to the Blogger, Intellectual Rights, rights of privacy, or publicity, or
- 7.1.2 neither the work nor anything else [insert jurisdiction] and Wales>>] be obscene, or defamatory of any person and has been obtained in violation of the UK GDPR, the Freedom of

S

A

M

P

L

E

Information /  
the Privacy a  
2003, the C  
foreign legis  
constitute a

of Investigatory Powers Act 2000,  
ications (EC Directive) Regulations  
9, or any analogous domestic or  
ained in the work will, if published,

7.1.3 the Blogger  
dispose of a  
produced in  
this Agreem  
which might  
or might int  
under this A

, transfer, encumber or otherwise  
any other rights in or to the work  
ising Services except pursuant to  
to any agreement or arrangement  
ser's rights under this Agreement  
s performance of his obligations

7.1.4 [subject to  
indemnify th  
indemnified  
demands, c  
provision the  
basis), awar  
as a result o  
the Blogger  
Agreement.

Blogger hereby undertakes to  
the Advertiser at all times fully  
l actions, proceedings, claims,  
prejudice to the generality of this  
rtiser on a solicitor and own-client  
ver arising – directly or indirectly –  
formance by the Blogger of any of  
nties, or obligations under this

7.2 [The total liability of  
£<<insert sum>>].

is Agreement shall be limited to

## 8. Advertiser's Warranties a

8.1 The Advertiser repr  
as follows:

akes, and agrees with the Blogger

8.1.1 the Required  
Advertiser a  
Property Rig  
other rights v

iginal to or otherwise owned by the  
any copyright, other Intellectual  
f privacy, rights of publicity, or any  
n;

8.1.2 the Required  
OR [<<inse  
blasphemou  
shall not cor  
the Data P  
Information /  
the Privacy a  
2003, the C  
foreign legis  
will constitut

under the laws of [any jurisdiction]  
and and Wales>>] be obscene,  
or defamatory of any person and  
has been obtained in violation of  
e UK GDPR, the Freedom of  
of Investigatory Powers Act 2000,  
ications (EC Directive) Regulations  
9, or any analogous domestic or  
ained in the Required Information

8.1.3 the Advertise  
might conflic  
interfere with  
Agreement;

y agreement or arrangement which  
ts under this Agreement or might  
ance of his obligations under this

8.1.4 [subject to  
indemnify t  
indemnified  
demands, c  
provision the

Advertiser hereby undertakes to  
the Blogger at all times fully  
l actions, proceedings, claims,  
prejudice to the generality of this  
gger on a solicitor and own-client

S

basis), awarded  
as a result of  
of the Advertiser's  
Agreement.

over arising – directly or indirectly –  
performance by the Advertiser of any  
warranties, or obligations under this

- 8.2 [The total liability of the Advertiser 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  
authorised in writing by the other Party, they shall at all times during the  
continuance of this Agreement, and for the period of <<insert period>>] after its termination:

- 9.1.1 keep confidential the Confidential Information;  
9.1.2 not disclose the Confidential Information to any other party;  
9.1.3 not use any Confidential Information for any purpose other than as  
contemplated by this Agreement;  
9.1.4 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 advisers, if done by that Party, would be  
a breach of this Clause 9.

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

- 9.2.1 any of their suppliers, contractors, agents, or suppliers;  
9.2.2 any government body or regulatory body; or  
9.2.3 any of their advisers, or those of any party described in  
sub-Clauses 9.1.1 to 9.1.5.

- 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  
law. In each case, the Party disclosing Confidential Information shall first inform the recipient that the  
Confidential Information is Confidential. Unless the recipient is a body  
described in sub-Clause 9.2.3, the Party disclosing Confidential Information shall also  
a body, the disclosing Party shall require the recipient to enter into a written undertaking  
and submit to the other Party a written undertaking to keep the Confidential Information  
written undertaking to keep the Confidential Information confidential and to ensure that it is  
confidential and to ensure that it is not disclosed to any other party without the written  
made.

- 9.4 Either Party may use Confidential Information for any purpose, or disclose Confidential Information  
it to any other party, if the Confidential Information is or becomes public knowledge through  
knowledge through the actions of the Party disclosing Confidential Information.

- 9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the Party disclosing Confidential Information  
disclosing Party may not disclose any part of that Confidential Information  
Confidential Information without the written knowledge.

- 9.6 The provisions of this Clause 9 shall be in force in accordance with their  
terms, notwithstanding the termination of this Agreement for any reason.

A

M

P

L

E



## 10. Termination

- 10.1 [Subject to the provisions of Clause 10.2] Either Party may terminate this Agreement by giving an <<insert notice period>> written notice.
- 10.2 [Either Party may terminate this Agreement at any time during the trial period or at the end thereof without giving any reason for such termination.]
- 10.3 Without prejudice to the provisions of Clause 10.1, this Agreement shall terminate, notwithstanding any provisions to the contrary, and remedies the Parties may have, in the following circumstances:
- 10.3.1 either Party fails to perform its obligations under this Agreement within <<insert notice period>> of written notice of such failure from the other Party; or
- 10.3.2 either Party becomes insolvent, enters liquidation – either voluntary or compulsory – or is the subject of any reorganization, reconstruction or liquidation of bona fide corporate purposes of a receiver is appointed over the whole or any part of its assets.
- 10.4 The termination of this Agreement shall be without prejudice to any rights and remedies the Parties may have already accrued under this Agreement.

## 11. Nature of the Agreement

- 11.1 This Agreement is not subject to mortgage, or charge, or assignment (including sub-licensing or otherwise delegate) [or sub-license] any of its rights hereunder or its obligations hereunder without the written consent of the other Party, and 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 may not be modified except by an instrument in writing signed by the authorized representatives of the Parties.
- 11.3 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty, express or implied, except as expressly provided in this Agreement, and that it shall be bound to the fullest extent permitted by law.
- 11.4 No failure or delay in the performance of any obligation under this Agreement shall be deemed to constitute a waiver of any such obligation or a modification of this Agreement.

## 12. Severance

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

13. **Force Majeure**

Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party, which includes, but are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of God, governmental action or any other event that is beyond the control of the Party.

any failure or delay in performing their obligations where such failure or delay is caused by any cause that is beyond the reasonable control of that Party, which includes, but are not limited to: power failure, Internet Service Provider failure, civil unrest, fire, flood, storms, earthquakes, acts of God, governmental action or any other event that is beyond the control of the Party.

14. **Notices**

14.1 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.

14.2 Notices shall be deemed to have been given:

given:

14.2.1 when delivered in person to the registered mail address of the recipient;

by hand to the recipient or other messenger (including overnight delivery) outside business hours of the recipient; or

14.2.2 when sent, by email or e-mail and a successful transmission is generated; or

by email or e-mail and a successful transmission is generated; or

14.2.3 on the fifth business day after mailing, if mailed by national ordinary mail;

by national ordinary mail, if mailed by national ordinary mail;

14.2.4 on the tenth business day after mailing, if mailed by airmail, postage prepaid.

by airmail, if mailed by airmail, postage prepaid.

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

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

15. **Alternative Dispute Resolution**

15.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter, shall be referred to a single arbitrator to be agreed upon by the Parties, or if not agreed upon by the Parties, then the President of the Institution shall appoint an arbitrator to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (International Investment Disputes) Act 1966.

Any dispute or claim arising out of or in connection with this Agreement or its subject matter, shall be referred to a single arbitrator to be agreed upon by the Parties, or if not agreed upon by the Parties, then the President of the Institution shall appoint an arbitrator to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration (International Investment Disputes) Act 1966.

15.2 The Parties hereby agree that the award of the Arbitrator shall [not] be final and binding on both Parties.

The Parties hereby agree that the award of the Arbitrator shall [not] be final and binding on both Parties.

16. **Law and Jurisdiction**

16.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or in connection with this Agreement)) shall fall within the jurisdiction of the courts of England and Wales.

This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or in connection with this Agreement)) shall fall within the jurisdiction of the courts of England and Wales.

16.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or in connection with this Agreement)) shall fall within the jurisdiction of the courts of England and Wales.

Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement (including any non-contractual matters arising out of or in connection with this Agreement)) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement is  
before written

SIGNED by

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

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

SIGNED by

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

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

S

A

M

P

L

E

executed the day and year first

**Required Information**

<<Insert a detailed specification provided by the Advertiser to enable

other materials which must be the Advertising Services.>>

**[Licence Details]**

[<<insert full details of the licence permitted purposes and Licence T

ertiser under Clause 6 including

S

A

M

P

L

E