

**DATED** \_\_\_\_\_

**(1) <<Consultant>>**

**(2) <<Client>>**

## **FREELANCE SEO CONSULTANT'S AGREEMENT**

**THIS AGREEMENT** is made the                      day of

**BETWEEN:**

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

**WHEREAS:**

- (1)     At all material times the Consultant is engaged in the business of providing search engine optimisation ("SEO") services.
- (2)     The Client wishes to improve the search engine rankings of their website, <<insert URL>> ("the Website").
- (3)     The Consultant hereby agrees to provide his services to the Client subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

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

<b>"Audit Report"</b>	means a report setting out the current status of the Website with respect to SEO and search engine rankings;
<b>"Business Day"</b>	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in <<insert location>>;
<b>"Competition Report"</b>	means a report providing details of factors including, but not limited to, competing websites' search engine rankings;
<b>"Confidential Information"</b>	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>"Designated Search Engines"</b>	means the search engines on which the Consultant shall apply the SEO Services with a view to improving the ranking of the Website as defined in Schedule 1;

<b>["Fee"]</b>	[means the SE	able to the Consultant for Clause 6;]
<b>["Initial Fee"]</b>	[means the Consultant under Clause 6;]	of the Milestone
<b>"Intellectual Property Rights"</b>	means any patents, trade marks, designs, applications (and those rights) trade, business domain names and e-mail marks and service marks, know-how, rights in designs and in	
	(b) right to those orders, statutes or otherwise in paragraph (a);	
	(c) right to those orders, statutes or otherwise in paragraph (a);	
	(d) the right to those orders, statutes or otherwise in paragraph (a);	
<b>"Keyword Report"</b>	means the Consultant's recommendation to be included in the Website campaigns];	
<b>["Milestone Payment(s)"]</b>	[means the Consultant for each of the pro sub-Clause 5.4;]	
<b>"Required Information"</b>	means the Client must supply to the Consultant to carry out the SEO S Schedule 1;	
<b>"SEO Services"</b>	means to be provided by the Consultant in accordance with the terms of the Agreement as defined in Schedule 1; and	
<b>"Website SEO"</b>	means SEO services to the Website, the editing of the Website reports and other material to be provided by the Client or a third party to edit the Website in accordance with the Consultant's recommendation	

- 1.2 Unless the context otherwise requires, the meaning of the words used in this Agreement to:
- 1.2.1 "writing", and any other form of communication effected by similar means;

# SAMPLE

- |       |   |  |
|-------|---|--|
| 1.2.2 | a statute or a provision as amended   | reference to that statute or provision at the relevant time;                       |
| 1.2.3 | “this Agreement” is the Agreement and each of the Schedules as amended                              | the Agreement and each of the Schedules at the relevant time;                      |
| 1.2.4 | a Schedule is a schedule  |  |
| 1.2.5 | a Clause or paragraph (other than the Schedules and   | Clause of this Agreement or paragraph of the relevant Schedule;                    |
| 1.2.6 | a "Party" or the "Parties"  | to this Agreement.   |
| 1.3   | The headings used in this Agreement shall have no effect upon the interpretation of this Agreement. | reference only and shall have no effect upon the interpretation of this Agreement. |
| 1.4   | Words imparting the singular shall include the plural and vice versa.                               | the plural and vice versa.   |
| 1.5   | References to any gender shall include the other gender.  | gender.  |

## 2. Engagement of the Consultant

- 2.1 The Client hereby engages the Consultant to provide the SEO Services.
- 2.2 The Consultant shall complete the SEO Services by <<insert date>> ("the Completion Date").
- 2.3 The Consultant acknowledges that the Client has a legitimate commercial interest in the SEO Services and that the Client should have an interest in the Completion Date. Accordingly, subject to sub-clause 2.4, the Consultant shall complete the SEO Services by the Completion Date. If the Consultant fails to complete the SEO Services by the Completion Date, [the sum of £<<insert sum>>] **OR** [a sum of <<insert sum>>] shall be deducted as liquidated damages from the total Fee due to the Consultant for each Business Day after the Completion Date until the SEO Services are completed. The Client shall have no right to claim any further or other remedy for any further delay.
- 2.4 The Client shall provide the Consultant with the Required Information by <<insert date>> ("the Delivery Date"). If the Client fails to deliver the Required Information by the Delivery Date, the Completion Date shall increment by one day for each day the delivery of the Required Information is delayed.
- 2.5 The Consultant shall be responsible for ensuring that the SEO Services shall be performed with reasonable care and, without limitation, is wholly responsible for ensuring that all work performed by anyone authorised by him to perform all or any part of the SEO Services shall be performed so do so competently and with reasonable care.

### 3. Nature of Engagement

- |     |   |  |  |
|-----|---|--|--|
| 3.1 | The Consultant shall at all times be independent contractor and the Consultant's activities and times under the Consultant's  |  | independent contractor and the Consultant's activities and times under the Consultant's control.   |
| 3.2 | The Consultant shall at all times be responsible for organising how and in what order the SEO Service is provided and shall liaise with the Client (or the Client's representative) to ensure that no harm is taken of the impact |  | for organising how and in what order the SEO Service is provided and shall liaise with the Client (or the Client's representative) to ensure that no harm is taken of the impact |

of the timing of the SEO Services to be provided by the Client and any other contractor or subcontractor engaged by the Client.

3.3 The engagement under this Agreement shall be entitled to the Consultant shall be entitled to engage another worker with the relevant experience to perform the SEO Services. The Consultant shall be entitled to the provision of the SEO Services in the event of the Consultant's incapacity or for any other reason (or the Client's representative) that

3.4 Whenever possible and practical, the Consultant shall use his own equipment, materials and resources to provide the SEO Services.

3.5 The engagement and appointment of the Consultant under this Agreement does not create any mutual obligation on the part of the Client or the Consultant to offer or accept further work or a continuing relationship shall hereby be

upon the activities of the Client and any other contractor or subcontractor engaged by the Client. Similar third parties also

by non-exclusive and the Consultant shall be entitled to substitute or to employ another worker with the relevant experience to perform the SEO Services. The Consultant shall be entitled to the provision of the SEO Services in the event of the Consultant's incapacity or for any other reason (or the Client's representative) that

the Consultant shall use his own equipment, materials and resources to provide the SEO Services.

the Consultant under this Agreement does not create any mutual obligation on the part of the Client or the Consultant to offer or accept further work or a continuing relationship shall hereby be

#### 4. Self-Employment Status of the Consultant

4.1 The Consultant shall at all times maintain the status of a self-employed contractor and shall have no obligation to pay income tax and national insurance contributions in respect of the consideration for the SEO Services provided by the Consultant.

4.2 The Consultant hereby agrees to indemnify and hold the Client harmless in respect of any claims, damages, costs and expenses that may be made by the relevant tax authorities against the Client in respect of similar taxes or contributions, including interest and penalties, in connection with the SEO Services provided by the Consultant under this Agreement.

4.3 The Consultant shall be responsible for paying any and value added tax.

4.4 Nothing in this Agreement shall prevent the Consultant from entering into any partnership, joint venture or employment relationship with any third parties.

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the Consultant in respect of any claims, damages, costs and expenses that may be made by the relevant tax authorities against the Client in respect of similar taxes or contributions, including interest and penalties, in connection with the SEO Services provided by the Consultant under this Agreement.

and value added tax.

the Consultant shall be prevented from entering into any partnership, joint venture or employment relationship with any third parties.

#### 5. The SEO Services

5.1 The Consultant shall provide the SEO Services in accordance with this Agreement and the terms specified in Schedule 1 in connection with the Client's Website.

5.2 The Consultant shall not, in connection with the provision of the SEO Services, be entitled to, limited to, the setting up of any business or other enterprise, without the prior written agreement and authorisation of the Client.

5.3 [The Website SEO shall be provided by the Consultant. The Consultant shall be responsible for uploading directly to the Client's Website the required access credentials for the Consultant to access the Website no later than <<insert date>>.]

specified in Schedule 1 in connection with the Client's Website.

the Client including, but not limited to, the setting up of any business or other enterprise, without the prior written agreement and authorisation of the Client.

all changes to the Website shall be uploaded directly to the Client's Website. The Client shall provide the Consultant with the required access credentials for the Consultant to access the Website, limited to FTP details, no later than <<insert date>>.]

OR

[The Consultant shall not be entitled to, limited to, the setting up of any business or other enterprise, without the prior written agreement and authorisation of the Client. The Consultant shall be responsible for uploading directly to the Client's Website the required access credentials for the Consultant to access the Website, limited to FTP details, no later than <<insert date>>.]

the Website and the Website shall be uploaded by the Client or a third party appointed by the Client.

- 5.4 The Consultant shall produce the following milestone deliverables by the following milestone dates:
- 5.4.1 the Audit Report on <<insert date>>;
  - 5.4.2 the Competition Report on <<insert date>>;
  - 5.4.3 the Keyword Report on <<insert date>>;
  - 5.4.4 the Website SEO on <<insert date>>;
  - 5.4.5 <<insert additional milestones>>;
- 5.5 The Client understands and agrees that:
- 5.5.1 The times for website search engine listings vary and the Consultant cannot guarantee that the Website will appear immediately on the Designated Search Engines or that its position will change immediately prior to the SEO Services being performed.
  - 5.5.2 The Consultant cannot guarantee that any changes in the Designated Search Engines will not change their policies or functions that will have a detrimental effect on the ranking of the Website during the completion of the SEO Services.
  - 5.5.3 The Consultant accepts no responsibility for any detrimental effect on the Website's search results from any activity of the Client or any third party, not limited to, alterations to the Website.
  - 5.5.4 The Consultant makes no representation that the SEO Services will result in the Website appearing in the search results on the Designated Search Engines.
  - 5.5.5 [Subject to the provisions of 5.5.2 and 5.5.3, if the Website does not appear in the search results ranking from <<insert number>> to <<insert number>> on the Designated Search Engines within a period of <<insert period>> from the date of this Agreement and remain there for the duration of <<insert period>>, the Consultant shall carry out remedial work at no extra cost to the Client and shall use reasonable endeavours to improve the position of the Website.]

## 6. Consideration

- 6.1 [In consideration of the SEO Services, the Client shall pay to the Consultant the [Initial] Fee of £<<insert amount>> dated <<insert date>>].]

### AND/OR

[In consideration of the SEO Services, the Client shall make the following Milestone Payments to the Consultant:

- 6.1.1 The sum of £<<insert amount>> for the Audit Report;
- 6.1.2 The sum of £<<insert amount>> for the Competition Report;
- 6.1.3 The sum of £<<insert amount>> for the Keyword Report;

6.1.4 The sum of £<<insert [REDACTED] of the Website SEO;

6.1.5 <<insert additional m

- 6.2 Payment of the [Initial] Fee [and any subsequent payment] shall be made only following completion of the [initial] [and subsequent] SEO Services and shall be made within <<insert period>> of the date of the Consultant's invoice for the same.

- 6.3 All payments made under this Agreement shall be expressly exclusive of any value added tax chargeable thereon.

- 6.4 No further payment shall be made by the Client for the SEO Services over and above the entitlement set out in the Statement of Work, and, without limitation, no payment shall be made to the Consultant for the recovery of any expenses incurred by the Consultant in completing the SEO Services.

## 7. Intellectual Property

- 7.1 Upon receipt in full by the Consultant of the fee payable under Clause 6, the Consultant shall assign to the Client all copyright and any and all other intellectual property rights in and to the Content and all materials created by the Consultant in connection with the provision of the SEO Services shall be deemed to have been assigned to the Client. The Client shall be deemed to have acquired all such rights in and to the Content arising out of Chapter IV of the Copyright Act 1957 and under Clause 6, the Client shall be deemed to have acquired all such rights in and to the Content by Rights subsisting in any other law for the time being in force in India in connection with the course of providing the SEO Services to the Client and the Consultant shall be deemed to have assigned in respect of such work and Patents Act 1988.

- 7.2 Nothing in this Agreement shall constitute an assignment of any Intellectual Property Rights which may be owned by the Consultant in the Website to the Client.

## 8. Consultant's Warranties and Indemnification

- 8.1 The Consultant represents,  and agrees with the Client as follows:

- 8.1.1 the work produced in [REDACTED] Services shall be original to the Consultant and [REDACTED] copyright, other Intellectual Property Rights, moral rights, rights of publicity, or any other rights whatsoever.

- 8.1.2 the work produced in the laws of [any jurisdiction e.g. England and Wales>>] be obscene, defamatory of any person, or in any material which has been obtained in violation of the Protection Act 1998, the Freedom of Information Act 2000, the Regulation of Investigatory Powers Act 2000, the Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989, or any analogous domestic legislation, and nothing contained in the work will, if published, be in breach of court;

- 8.1.3 the Consultant shall not assign, subcontract, transfer, encumber or otherwise dispose of any part of its obligations or any other rights in or to the work produced in connection with the Services except pursuant to this Agreement and shall not enter into any agreement or arrangement which would limit the Client's rights under this Agreement.

Agreement or might  
obligations under this

- 8.1.4 [subject to sub-Clause 8.1.3] the Client shall indemnify the Consultant from and against all claims, demands, costs (including without prejudice the legal costs of the Client on a non-client basis), awards, or damages howsoever incurred in connection with a breach or non-performance of any of the Consultant's undertakings under this Agreement.

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

## 9. Client's Warranties and Indemnities

- 9.1 The Client represents, warrants and undertakes as follows:

- 9.1.1 the Website shall be lawful and shall not infringe any intellectual property rights, moral rights, rights of privacy or confidentiality, or any other rights whatsoever of any person;

- 9.1.2 the Website shall not be in violation of applicable law or jurisdiction e.g. English law, shall not be obscene, offensive to religion, or contain any material which is in violation of the Data Protection Act 1998, the Regulation of Investigatory Powers Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications Regulations 2003, the Official Secrets Act 1989 or any other domestic or foreign legislation and not constitute contempt of court;

- 9.1.3 the Client shall not enter into any contract or arrangement which might conflict with or might interfere with the performance of his obligations under this Agreement;

- 9.1.4 [subject to sub-Clause 9.1.3] the Client shall indemnify the Consultant and hold the Consultant harmless from and against all claims, demands, costs (including without prejudice the legal costs of the Consultant on a non-client basis), awards, or damages howsoever incurred in connection with a breach or non-performance of any of the Client's undertakings, warranties or representations under this Agreement.

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

## 10. Confidentiality

- 10.1 Both Parties undertake that

Consultant's performance of his

Client hereby undertakes to hold the Consultant harmless from and against all times fully indemnified claims, demands, costs (including without prejudice the legal costs of the Consultant on a non-client basis), awards, or damages howsoever incurred in connection with a breach or non-performance of any of the Consultant's undertakings under this Agreement.

Agreement shall be limited to

agrees with the Consultant

owned by the Client and shall not infringe any intellectual property rights, moral rights, rights of privacy or confidentiality, or any other rights whatsoever of any person;

[subject to sub-Clause 9.1.3] the Client shall indemnify the Consultant and hold the Consultant harmless from and against all times fully indemnified claims, demands, costs (including without prejudice the legal costs of the Consultant on a non-client basis), awards, or damages howsoever incurred in connection with a breach or non-performance of any of the Client's undertakings, warranties or representations under this Agreement.

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ment shall be limited to

y sub-Clause 10.2 or as



- authorised in writing by the other Party, shall at all times during the continuance of this Agreement keep Confidential Information <<insert period>>] after its termination:
- 10.1.1 keep confidential all Confidential Information;
- 10.1.2 not disclose any Confidential Information to any other party;
- 10.1.3 not use any Confidential Information for any purpose other than as contemplated by this Agreement;
- 10.1.4 not make any copies of Confidential Information or part with possession of Confidential Information;
- 10.1.5 ensure that (as applicable) its directors, officers, employees, agents or advisers do not disclose Confidential Information by that Party, would be a breach of the provisions of this Clause 10.
- 10.2 Subject to sub-Clause 10.3, the disclosing Party shall not disclose any Confidential Information to:
- 10.2.1 any of their sub-contractors or suppliers;
- 10.2.2 any governmental or regulatory body; or
- 10.2.3 any of their employees or agents, or any party described in sub-Clauses 10.2.1 or 10.2.2, unless the disclosing Party has notified the other Party in writing only to the extent that is necessary for the purposes of the Agreement, or as required by law. In each case the disclosing Party shall inform the recipient that the Confidential Information is disclosed in confidence and that the recipient is a body employee or officer of such a body, the disclosing Party shall obtain from the recipient a written undertaking from the recipient to the other Party a written undertaking from the recipient to the other Party a written undertaking from the recipient to the other Party to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 10.3 Disclosure under sub-Clause 10.2 shall be limited to the extent that is necessary for the purposes of the Agreement, or as required by law. In each case the disclosing Party shall inform the recipient that the Confidential Information is disclosed in confidence and that the recipient is a body employee or officer of such a body, the disclosing Party shall obtain from the recipient a written undertaking from the recipient to the other Party a written undertaking from the recipient to the other Party a written undertaking from the recipient to the other Party to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 10.4 Either Party may use any Confidential Information for any purpose, or disclose it to any other party, where the Confidential Information is or becomes public knowledge through no fault of the disclosing Party.
- 10.5 When using or disclosing Confidential Information under sub-Clause 10.4, the disclosing Party must ensure that the Confidential Information is not disclosed any part of that Confidential Information.
- 10.6 The provisions of this Clause shall be in full force and effect in accordance with their terms, notwithstanding any termination of the Agreement for any reason.
- 11. Termination**
- 11.1 Either Party may terminate this Agreement at any time without notice and without giving any reason for termination.
- 11.2 Without prejudice to the general provisions of Clause 11.1, this Agreement shall terminate, notwithstanding any termination of the Agreement for any reason, have, in the following circumstances:
- 11.2.1 either Party fails to perform its obligations under this Agreement and such failure is not remedied within <<insert period>> after the date of such failure from the other Party; or

11.2.2 either Party goes into liquidation, administration, receivership, compulsory – save for the purpose of reconstruction or amalgamation – or any other insolvency proceedings, or the whole or any part of its assets are transferred to a third party;

tion – either voluntary or compulsory – of bona fide corporate assets, or a receiver or liquidator is appointed over the whole or any part of its assets;

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

at prejudice to any rights which have already accrued to either Party under this Agreement.

## 12. Nature of the Agreement

12.1 This Agreement is personal to the Parties and neither Party may assign, mortgage, or charge (otherwise than by way of bona fide sale) [or sub-license] any of its rights hereunder, or its obligations hereunder, except with the prior written consent not to be unreasonably withheld.

neither Party may assign, mortgage, or charge (otherwise than by way of bona fide sale) [or sub-license] any of its rights hereunder, or its obligations hereunder, except with the prior written consent not to be unreasonably withheld.

12.2 This Agreement contains the entire agreement between the Parties with respect to its subject matter and shall not be varied or amended except by an instrument in writing signed by the duly authorised signatories of the Parties.

between the Parties with respect to its subject matter and shall not be varied or amended except by an instrument in writing signed by the duly authorised signatories of the Parties.

12.3 Each Party acknowledges that it enters into this Agreement on the basis that it does not rely on any representation, warranty or assurance provided in this Agreement, other than those implied by statute or common law.

agreement, it does not rely on any representation, warranty or assurance provided in this Agreement, other than those implied by statute or common law.

12.4 No failure or delay by either Party in exercising any right under this Agreement shall be deemed to constitute a waiver by either Party of a breach of any provision of this Agreement or be a waiver of any subsequent breach.

any of its rights under this Agreement shall be deemed to constitute a waiver by either Party of a breach of any provision of this Agreement or be a waiver of any subsequent breach.

## 13. Severance

The Parties agree that, in the event that any provision of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed from the Agreement and the remainder of this Agreement shall be enforceable.

of the provisions of this Agreement is found to be unlawful or unenforceable, that / those provisions shall be deemed severed from the Agreement and the remainder of this Agreement shall be enforceable.

## 14. Notices

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

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

14.2 Notices shall be deemed to have been duly given if delivered to the addressee by any of the following methods:

14.2.1 when delivered, if delivered by hand or by registered mail) during normal business hours;

either messenger (including courier) or by registered mail) during normal business hours of the recipient; or

14.2.2 when sent, if transmitted by email and a successful transmission report is received;

email and a successful transmission report is received;

14.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage paid;

g, if mailed by national ordinary mail, postage paid;

14.2.4 on the tenth business day after the date of posting, if mailed by airmail, postage prepaid.

g, if mailed by airmail, postage prepaid.

In each case notices shall be sent to the Party's last known address, or facsimile number, or e-mail address, or facsimile number.

most recent address, e-mail address, or facsimile number.

## 15. Alternative Dispute Resolution

- 15.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to and finally resolved by arbitration agreed upon by the Parties. The arbitration shall be administered by the then President of the Law Society of Wales. The arbitration shall be conducted in accordance with the rules conferred upon arbitrators by the Law Society of Wales.
- 15.2 The Parties hereby agree that the arbitration shall be final and binding on both Parties.

Parties relating to this Agreement shall refer to a single arbitrator to be appointed by the Parties. The arbitrator shall have all of the powers conferred upon arbitrators by the Law Society of Wales.

The arbitration shall [not] be final and binding on both Parties.

## 16. Law and Jurisdiction

- 16.1 This Agreement (including any amendments and variations thereto) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Subject to the provisions of this Agreement, any controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement shall fall within the jurisdiction of the courts of England and Wales.

Parties and obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

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

**IN WITNESS WHEREOF** this Agreement

ed the day and year first

SIGNED by

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

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

SIGNED by

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

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

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SC

**The SEO Services**

<<Insert full details of the SEO Services to be provided by the Consultant>>

**Designated Search Engines**

<<List the Designated Search Engines>>

**Required Information**

<<Insert full details of the Required Information>>

S  
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