

SAMPLE

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Company>> a <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Company")
- (2) <<Name of Client>> [a <<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 Client has been engaged in the business of providing search engine optimisation ("SEO") services to the Client subject to the terms and conditions of this Agreement
- (2) The Client wishes to improve the search engine rankings of their website, <<insert URL>> ("the Website").
- (3) The Company hereby agrees to provide the 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 otherwise requires, the following expressions have the following meanings:

"Audit Report" means a report setting out the current status of the Client's website in relation to SEO and search engine optimisation

"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 providing details of factors including, but not limited to, the search engine rankings of competing websites' search engine

"Confidential Information" means information which is disclosed by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing) and which is stated to be confidential or

"Designated Search Engines" means the search engines on which the Company shall focus its efforts with a view to improving the search engine rankings as defined in Schedule 1;

[“Fee”]

[“Initial Fee”]

“Intellectual Property Rights”

“Keyword Report”

[“Milestone Payment(s)”]

“Required Information”

“SEO Services”

“Website SEO”

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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

detailing the Company's
keywords to be included in the
l keyword campaigns];

able to the Company for each of
set out in sub-Clause 4.4;]

which the Client must supply to
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nce with the terms and conditions
efined in Schedule 1; and

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not limited to, the editing of the
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- 1.2.2 a statute or regulation is a reference to that statute or regulation in force 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 to this Agreement;
- 1.2.5 a Clause or Paragraph means a Clause or Paragraph of this Agreement (other than this Clause or Paragraph) of the relevant Schedule; and
- 1.2.6 a "Party" or "Parties" means the Parties to this Agreement.
- 1.3 The headings used herein are for convenience 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.
- 1.5 References to any gender shall 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 per day fee>>] per day shall be payable by 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 day after the delivery of the Required Information is delayed.
- 2.5 [The Company shall ensure that the SEO Services are performed with reasonable care and, without limitation, is wholly responsible for the quality of the SEO Services and shall 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 manner the SEO Services shall be performed. The Company shall liaise with the Client (or the Client's representative) to ensure that account is taken of the impact 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 purpose of providing the SEO Services and the Company shall be entitled to subcontract the performance of the SEO Services to third parties.]
- 3.3 The engagement of the Company under this Agreement shall be for a period of <<insert period>>.

does not create a relationship between the Company to offer the SEO Services and no continuing relationship shall be created.

on the part of the Client or the Company to offer the SEO Services and no continuing relationship shall be created.

4. The SEO Services

- 4.1 The Company shall provide the SEO Services specified in Schedule 1 in accordance with this Clause 4 and Clause 2.
- 4.2 The Company shall provide the SEO Services to the Client including, but not limited to, the setting up of the Website, the design and development of the Website, the SEO campaigns, without the prior written consent of the Client.
- 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>>.]

OR

- [The Company shall provide the SEO Services to the Website and the Website shall be responsible for uploading by the Client or a third party appointed by the Client.]
- 4.4 The Company shall provide the following milestone deliverables by the following dates:
- 4.4.1 the Audit Report <<insert date>>;
 - 4.4.2 the Competitor Analysis <<insert date>>;
 - 4.4.3 the Keyword Research <<insert date>>;
 - 4.4.4 the Website Analysis <<insert date>>;
 - 4.4.5 <<insert additional deliverables required>>.
- 4.5 The Client understands and agrees that the following:
- 4.5.1 The times for the SEO Services to be performed on search engine listings vary and the Company cannot guarantee that the Website will appear on the top of the Search Engines or that its position will be maintained as it held prior to the SEO Services.
 - 4.5.2 The Company cannot guarantee that the 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 not be affected by any detrimental effect on the Website which results from any activity of the Client or the Website, 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.

4.5.5 [Subject to Clauses 4.5.2 and 4.5.3, if the Website does not achieve search results ranking from <<insert number>> to <<insert number>> in the Designated Search Engines within a period of <<insert period>> from the date of this Agreement and remain below <<insert number>> for at least <<insert period>>, the Company shall, at its own cost, pay to the Client a sum of not less than <<insert period>> worth of remedial work to the Client and shall use reasonable endeavours to enhance the position of the Website.]

5. Consideration

5.1 [In consideration of the Client shall pay to the Company the [Initial] Fee of £<<insert number>> in the Company's quotation dated <<insert date>>].]

AND/OR

[In consideration of the Client shall make the following Milestone Payments]

- 5.1.1 The sum of £<<insert number>> on delivery of the Audit Report;
- 5.1.2 The sum of £<<insert number>> on delivery of the Competition Report;
- 5.1.3 The sum of £<<insert number>> on delivery of the Keyword Report;
- 5.1.4 The sum of £<<insert number>> on completion of the Website SEO;
- 5.1.5 <<insert additional payments required>>]
- 5.2 Payment of the [Initial] Milestone Payment shall be made only following completion of the [Initial] SEO Services and shall be made within <<insert period>> of the invoice for the same by the Client of the Company's invoice.
- 5.3 All payments made under Clause 5 shall be expressly exclusive of any value added tax charged by the Company.
- 5.4 [No further payments shall be made by the Client to the Company for the SEO Services over and above the entire sum payable under Clause 5 [and, without limitation, no payment shall be made by the Client in respect of any expenses incurred by the Company in providing the SEO Services].]

6. Intellectual Property

- 6.1 Upon receipt in full of all sums due under Clause 5, the Client shall assign to the Company all Intellectual Property Rights subsisting in any copyright and any other Intellectual Property Rights in and all materials created or used in the course of providing the SEO Services shall be deemed to have been assigned to the Company and the Company shall be deemed to have accepted such assignment in respect of such work arising out of the provision of the SEO Services under the Patents Act 1988.
- 6.2 [The Company further agrees that all Intellectual Property Rights subsisting in any and all Intellectual Property Rights created or on behalf of the Company by the Company or its contractors or similar, shall be assigned to the Company and the Company shall, where relevant, be deemed to have accepted such assignment in respect of such work arising out of the provision of the SEO Services under the Patents Act 1988.]

6.3 Nothing in this Agreement and sub-Clause 6.1 shall affect the Client's Intellectual Property Rights which may arise in the Website to the Client.

7. Company's Warranties and Indemnities

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 whatsoever;

7.1.2 the work produced by the Company shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

7.1.3 the Company shall not dispose of or otherwise transfer any other rights in or to the work produced in accordance with this Agreement which might interfere with the performance of its obligations under this Agreement;

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

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 whatsoever;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

the Client shall not, under the laws of [Wales>>] be defamatory or contain any material which has 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 contained in it shall, constitute a contempt of court;

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8.1.2 the Website of [any jurisdiction] OR [<<insert s>>] be obscene, blasphemous, offensive to any person and shall not contain any material obtained in violation of the Data Protection Act 1998, the Freedom of Information Act 2000, the Racial and Religious Hatred Act 2000, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Official Secrets Act 1989 or any analogous domestic or foreign legislation and its breach in the Website will 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 hinder the performance of its obligations under this Agreement;

8.1.4 [subject to sub-Clause 8.1.5] the Client hereby undertakes to indemnify the Company at all times fully indemnified from and against all claims, demands, costs (including without prejudice to the legal costs of this provision the legal costs of the Company on a client basis), awards, or damages howsoever arising in respect of any breach or non-performance of any 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>>].

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 Client shall at all times during the continuance of this Agreement and for the period [<<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 in 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 advisors do not disclose 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:

9.2.1 any of their suppliers, contractors, agents, or suppliers;

9.2.2 any government body, regulatory body; or

9.2.3 any of their advisors or those of any party described in sub-Clause 9.2.1.

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 Client shall first inform the recipient that the

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11. Nature of the Agreement

- 11.1 This Agreement is not subject to mortgage, or charge, or assignment (including assignment by way of creating charge) [or sub-license] any of its rights hereunder or otherwise delegate any of 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 shall 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 or provision except as expressly provided in this Agreement and shall not be bound by conditions, warranties or other terms implied by statute or common law, but shall be bound to the fullest extent permitted by law.
- 11.4 No failure or delay in exercising any of its rights under this Agreement shall be deemed a waiver of that right, and no waiver by either Party of a breach of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

12. Severance

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

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, the authorized officer of the Party giving the notice.
- 13.2 Notices shall be deemed to have been given:
- 13.2.1 when delivered to the recipient by a courier or other messenger (including overnight delivery) outside of business hours of the recipient; or
 - 13.2.2 when sent, by registered mail or e-mail and a successful transmission is confirmed; or
 - 13.2.3 on the fifth business day after mailing, if mailed by national ordinary mail; or
 - 13.2.4 on the tenth business day after mailing, if mailed by airmail, or
- In each case notice shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party.

14. **Alternative Dispute Resolution**

14.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to and finally decided by the arbitrator agreed upon by the Parties. The arbitrator shall be appointed by the then President of the Institution. The arbitrator shall have all of the powers conferred upon arbitrators by the Arbitration Act 1996 in relation to England and Wales.

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

15. **Law and Jurisdiction**

15.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

15.2 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) shall fall within the jurisdiction of the courts of England and Wales.

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IN WITNESS WHEREOF this Agreement is
before written

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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executed the day and year first

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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