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PAY-PER-CLICK SERVICE AGREEMENT

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Name of Company>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Company”)
- (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 Client has been engaged in the business of providing pay-per-click advertising (“PPC”) management services to businesses.
- (2) The Client wishes to improve the visibility 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.

IT IS AGREED as follows:

1. Definitions and Interpretation

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

“Business Day”

(other than Saturday or Sunday) on which all major banks are open for their full business in <<insert location>>;

“Confidential Information”

information disclosed to either Party, information received by either Party from the other Party in connection with, this Agreement or in writing or any other medium, whether or not the information is expressly marked as confidential or marked as such;

“Designated Search Engine”

the search engine on which the Company provides the PPC Services as chosen by the Client;

“Fee”

the consideration payable to the Company for the PPC Services as defined in Clause 5;

“Intellectual Property Rights”

“PPC Campaign”

“PPC Proposal”

“PPC Services”

“PPC Setup”

“Required Information”

1.2 Unless the context of

1.2.1 “writing”, and
communication or
similar means;

1.2.2 a statute or
provision as

1.2.3 “this Agreement”
Schedules and

1.2.4 a Schedule in

1.2.5 a Clause or
(other than
and

and all rights in any patents, trade
marks, registered designs,
and rights to apply for any of those
business and company names,
names and e-mail addresses,
trade marks and service marks,
database rights, know-how, rights in
inventions;

or licences, consents, orders,
otherwise in relation to a right in

same or similar effect or nature as
paragraphs (a) and (b) which now or
may subsist; and

due for past infringements of any of
rights;

per-click advertising campaign set
up by the Company for and on
behalf of the Client in the course of providing the

document detailing the Company's
PPC Campaign(s) and, where relevant,
information pertaining to the PPC Services;

per-click advertising management
services provided by the Company under
this Agreement as described in Schedule 1;

ing up of the PPC Campaign(s) as
described under the description of
Schedule 1; and

information (and materials) which the
Client provides to the Company to enable the
Company to carry out the PPC Services as
described in Schedule 1.

reference in this Agreement to:

tion, includes a reference to any
written or electronic or facsimile transmission or

is a reference to that statute or
provision as it exists at the relevant time;

this Agreement and each of the
Schedules and each of the provisions
contained therein at the relevant time;

Agreement;

ce to a Clause of this Agreement
means a reference to a paragraph of the relevant Schedule;

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- 1.2.6 a "Party" or "Parties" shall mean each of 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 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 PPC Services.
- 2.2 The Company shall complete the PPC Services Setup by <<insert date>> ("the Completion Date").
- 2.3 The Company acknowledges that the Client has a legitimate commercial interest in the PPC Services by the Completion Date and that the Client should have the PPC Services completed by the Completion Date, and, accordingly, then, should the Company fail to complete the PPC Services by the Completion Date, in the event that the Company fails to complete the PPC Services by the Completion Date, [the sum of £<<insert sum>>] per day shall be due to the Client for each Business Day that the PPC Services are not completed after the Completion Date.
- 2.4 The Client shall provide the Required Information to the Company by <<insert date>> ("the Delivery Date") and shall ensure that the Client fails to deliver the Required Information or fails to adhere to the time limits set out in Clause 4, in which case the Client shall be liable to pay the Company an amount of £<<insert sum>> per day that the delivery of the Required Information is delayed.
- 2.5 [The ongoing PPC Services shall be provided for a period of <<insert period>>, after which period may be renewed by the agreement of both Parties.]
- 2.6 [The Company shall ensure that the quality of the PPC Services and the Client shall ensure that the PPC Services are performed with reasonable care and, without limitation, is wholly responsible for ensuring that anyone authorised by it to perform all or any part of the PPC 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 PPC Services shall be performed. The Client shall liaise with the Client (or the Client's representative) to ensure that the Client's account is taken of the impact of the PPC Services on the activities of the Client and any other Parties and similar third parties also engaged by the Client.
- 3.2 [The engagement of the Company shall be mutually non-exclusive and the Company shall be entitled to subcontract the performance of the PPC Services to other Parties.]
- 3.3 The engagement of the Company under this Agreement does not create a continuing relationship on the part of the Client or the Company to offer PPC Services and no continuing relationship shall be created.

4. The PPC Services

- 4.1 The Company shall provide the PPC Services specified in this Clause 4 and Schedule 1 in accordance with the Client's requirements and in particular Clause 2.
- 4.2 The Company shall provide the PPC Services and its provision of the PPC Services shall be governed by the Client in accordance with Clause 2.
- 4.3 Upon receipt of the Required Information from the Client, the Company shall conduct keyword research, but not necessarily be limited to, an examination of search engine results using suitable methods and tools.
- 4.4 No later than <<insert period>> from receipt of the Required Information, the Company shall prepare a PPC Proposal which shall include details of the keywords recommended by the Company.
- 4.5 Upon receipt of the PPC Proposal, the Client shall have a period of <<insert period>> to review and either approve or amend the PPC Proposal.
- 4.6 In the event that the Client amends the PPC Proposal, the Company shall incorporate the amendments into a revised PPC Proposal which shall be submitted for approval no later than <<insert period>> following receipt of the amendments.
- 4.7 In the event that the Client amends the revised PPC Proposal to the Client, the Client shall have a period of <<insert period>> from receipt of the revised PPC Proposal to approve the same. Further amendments shall be subject to the Client's approval between the Parties at the time.
- 4.8 In the event that the Client opposes the amendments which the Company recommends, the Company shall provide reasons for its opposition. The Client shall reserve the right to oppose any such opposed amendments, and the Company shall be responsible for any negative effects of the PPC Campaign(s).
- 4.9 Within <<insert period>> from receipt of the approved PPC Proposal from the Client, the Company shall commence the agreed PPC Campaign(s) on the Designated Search Engines.
- 4.10 No later than <<insert period>> from the successful commencement of the PPC Campaign(s), the Company shall prepare and submit to the Client a visibility report detailing the performance and effectiveness of the PPC Campaign(s).
- 4.11 The Client understands and agrees the following:
- 4.11.1 The Company cannot guarantee the performance of the search engines and cannot provide any guarantee of the results of the PPC Campaign(s).
- 4.11.2 The Company cannot guarantee the performance of the search engines and cannot provide any guarantee that any search Engine(s) will not change their policies or functionality that will have a detrimental effect on the effectiveness of the PPC Campaign(s). [Where ongoing PPC Services are provided, the Company shall use reasonable endeavours to mitigate any detrimental effects resulting from any such change.]

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4.11.3 The Company shall be responsible for any detrimental effect on the effectiveness of the Campaign(s) which results from any activity of the Client or any third party including, but not limited to, alterations to the Campaign(s).

4.11.4 The effectiveness of the Campaign(s) will be determined in part by the budget available therefor. Failure by the Client to make payments in full may have a negative effect on the Campaign(s). The Company accepts no responsibility for such effects.

4.11.5 [The Client shall provide the necessary data as required]>>]

4.12 [The ongoing PPC Services shall be provided as described in Schedule 1.]

5. Consideration

5.1 [In consideration of the PPC Services, the Client shall pay to the Company [an initial Fee of £<<insert sum>>] and a recurring Fee of £<<insert sum>> per <<insert interval e.g. month>>].

OR

5.1 [In consideration of the PPC Services, the Client shall pay to the Company [an initial Fee of £<<insert sum>>] and a recurring Fee of £<<insert sum>> per <<insert interval e.g. month>>].

5.2 Payment of all Fees shall be made within <<insert period>> of receipt of the Company's invoice for the same.

5.3 The Company shall be informed of any and all sums due in relation to the PPC Services and the Client shall transfer all such sums to the Company for payment to the relevant Search Engine(s) [on a <<insert period e.g. monthly>> basis or on a <<insert period e.g. monthly>> basis of being informed of the need for the same].

5.4 All payments made shall be expressly exclusive of any value added tax charges.

5.5 [No further payments shall be made by the Client and above the entitlement to the PPC Services over the term of the Agreement, save as provided in Clause 5 [and, subject to sub-Clause 5.4, the Client shall be responsible for the Company in respect of any expenses incurred by the Company in connection with the PPC Services].]

6. Intellectual Property

6.1 The Company shall be responsible for the Intellectual Property in material provided by the Client in addition to its own Intellectual Property.

6.2 The Intellectual Property in material provided by the Client shall continue to vest in the Client unless the Client expressly indicates otherwise.

6.3 The Intellectual Property in material provided by the Client shall be assigned to the Company upon receipt by the Company of all relevant sums due to the Company in respect of the PPC Services. Upon such assignment, the Client shall be deemed to have waived all moral rights in the material and shall be bound by the provisions of Part IV of the Copyright Designs and Patents Act 1988.

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Patents Act 1988.
such materials included in the Campaign(s), in the

6.4 [The Company further agrees that all Intellectual Property Rights subsisting in any and all Intellectual Property Rights owned by or on behalf of the Company by the Company or its contractors or similar, shall be assigned to the Company and will, where relevant, be subject to the requirements of Clause 6.3.]

6.5 Nothing in this Agreement and sub-Clause 6.3 shall affect any Intellectual Property Rights which may be assigned to the Company in the Website to the Client.

7. Company's Warranties and Representations

7.1 The Company represents and warrants that:

7.1.1 the work produced by the Company shall be original and shall not infringe any copyright, other Intellectual Property Rights or any rights of privacy, rights of publicity, or any other rights of 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, obscene, libellous, abusive, defamatory, or otherwise unlawful, or have been obtained in breach of the Data Protection Act 1988, the GDPR, the Investigatory Powers Act 2016, the Official Secrets Act 1989, or any other applicable law, and shall not contain any material which has been obtained in breach of the Data Protection Act 2018, the UK Privacy Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications Regulations 2003, the Official Secrets Act 1989, or any other applicable law, and shall not constitute a contempt of court;

7.1.3 the Company shall not, under the laws of [insert jurisdiction e.g. England and Wales>>] be defamatory, obscene, libellous, abusive, defamatory, or otherwise unlawful, or have been obtained in breach of the Data Protection Act 1988, the GDPR, the Investigatory Powers Act 2016, the Official Secrets Act 1989, or any other applicable law, and shall not contain any material which has been obtained in breach of the Data Protection Act 2018, the UK Privacy Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications Regulations 2003, the Official Secrets Act 1989, or any other applicable law, and shall not constitute a contempt of court;

7.1.4 [subject to the provisions of Clause 7.1.3, the Company shall indemnify the Client at all times fully indemnified from and against all losses, damages, claims, demands, costs (including without limitation legal costs of the Client and own-client basis), awards, or damages howsoever caused or incurred by or indirectly – as a result of any breach or non-compliance with the provisions of this Agreement or 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>>.]

ent, the Client shall be free to use the keywords included in the PPC Campaign(s) for any other purposes.

and all Intellectual Property Rights owned by or on behalf of the Company by the Company or its contractors or similar, shall be assigned to the Company and will, where relevant, be subject to the requirements of Clause 6.3.]

nts in the Website in the Company and will, where relevant, be subject to the requirements of Clause 6.3.]

kes, and agrees with the Client as follows:

the PPC Services shall be original and shall not infringe any copyright, other Intellectual Property Rights or any rights of privacy, rights of publicity, or any other rights of the Client;

the PPC Services shall not, under the laws of [insert jurisdiction e.g. England and Wales>>] be defamatory, obscene, libellous, abusive, defamatory, or otherwise unlawful, or have been obtained in breach of the Data Protection Act 1988, the GDPR, the Investigatory Powers Act 2016, the Official Secrets Act 1989, or any other applicable law, and shall not contain any material which has been obtained in breach of the Data Protection Act 2018, the UK Privacy Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications Regulations 2003, the Official Secrets Act 1989, or any other applicable law, and shall not constitute a contempt of court;

the PPC Services shall not, under the laws of [insert jurisdiction e.g. England and Wales>>] be defamatory, obscene, libellous, abusive, defamatory, or otherwise unlawful, or have been obtained in breach of the Data Protection Act 1988, the GDPR, the Investigatory Powers Act 2016, the Official Secrets Act 1989, or any other applicable law, and shall not contain any material which has been obtained in breach of the Data Protection Act 2018, the UK Privacy Act 2000, the Regulation of Investigatory Powers Act 2000, the Privacy and Electronic Communications Regulations 2003, the Official Secrets Act 1989, or any other applicable law, and shall not constitute a contempt of court;

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

This Agreement shall be limited to £<<insert sum>>.]

8. Client's Warranties and Indemnities

- 8.1 The Client represents and warrants, and agrees with the Company as follows:
- 8.1.1 the Website shall be original to or otherwise owned by the Client and shall not infringe any copyright, moral rights, rights of privacy, rights of publicity, or any other intellectual property right of any person;
 - 8.1.2 the Website shall not, under the laws of [any jurisdiction e.g. England and Wales>>] be obscene, defamatory, or defamatory of any person and shall not constitute a violation of the Data Protection Act 2018, the UK GDPR, the Freedom of Information Act 2000, the Communications Act 2003, the Regulation of Investigatory Powers Act 2000, the Communications (EC Directive) Regulations 2003, the Access to Information Act 1989, or any analogous legislation, or anything contained in the Website or the Required Information, which might constitute a contempt of court;
 - 8.1.3 the Client shall not enter into any agreement or arrangement which might conflict with or interfere with its obligations under this Agreement;
 - 8.1.4 [subject to sub-Clause 9.2] 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 of whatever nature and 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 Confidential Information disclosed by one Party to the other shall be held in confidence and shall be disclosed only as provided by sub-Clause 9.2 or as otherwise agreed in writing. Confidential Information shall at all times during the continuance of this Agreement and for a period of [insert period>>] after its termination:
- 9.1.1 keep confidential and not disclose Confidential Information;
 - 9.1.2 not disclose 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 Confidential Information to any third party;
 - 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 9.1, the Client may disclose any Confidential Information to:

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- 9.2.1 any of their suppliers, or suppliers;
 - 9.2.2 any government or regulatory body; or
 - 9.2.3 any of their sub-Clauses or those of any party described in
- 9.3 Disclosure under sub-Clause 9.2 is made only to the extent that is necessary for the purposes of this Agreement, or as required by law. In each case, the disclosing Party must first inform the recipient that the Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 9.2, the disclosing Party must also provide a written undertaking to the recipient 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, provided that the Confidential Information is or becomes public knowledge through the actions of the other Party.
- 9.5 When using or disclosing Confidential Information under sub-Clause 9.4, the disclosing Party must ensure that it does not disclose any part of that Confidential Information to any third party without the knowledge of the other Party.
- 9.6 The provisions of this Clause shall remain in force in accordance with their terms, notwithstanding any termination 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.
- 10.2 Without prejudice to Clause 10.1, this Agreement shall terminate, notwithstanding any termination, if any of the following events occur:
 - 10.2.1 either Party fails to comply with the terms and obligations of this Agreement, and the failure, if remedied, is not remedied within <<insert notice period>> of the date of notice of such failure from the other Party;
 - 10.2.2 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;
 - 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 the Insolvency Act 1986);
 - 10.2.4 the other Party is a company, and a bankruptcy order is made against it, or it is a firm, has a bankruptcy order made against it, or it goes into liquidation (except for reconstruction or re-construction and in such case the other Party has therefrom effectively agreed to be bound by or to accept the terms imposed on the other Party under this Agreement);
 - 10.2.5 anything is done in breach of the foregoing under the law of any jurisdiction or the law of the other Party;
 - 10.2.6 the other Party ceases to carry on business; or

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10.2.7 control of the
persons not
Agreement.
“connected”
Sections 112

ed by any person or connected
other Party on the date of this
of this Clause 10, “control” and
the meanings ascribed thereto by
of the Corporation Tax Act 2010.

10.3 The termination of
which have already

without prejudice to any rights
Parties under this Agreement.

11. Nature of the Agreement

11.1 This Agreement is
mortgage, or charge
of its rights hereunder
obligations hereunder
consent not to be u

s and neither Party may assign,
ating charge) [or sub-license] any
or otherwise delegate any of its
n consent of the other Party, such

11.2 This Agreement c
respect to its subject
in writing signed by

ement between the Parties with
modified except by an instrument
representatives of the Parties.

11.3 Each Party acknow
on any representa
provided in this Ag
implied by statute o
by law.

to this Agreement, it does not rely
r provision except as expressly
itions, warranties or other terms
ded to the fullest extent permitted

11.4 No failure or delay
Agreement shall be
either Party of a bre
be a waiver of any s

cising any of its rights under this
er of that right, and no waiver by
his Agreement shall be deemed to
same or any other provision.

12. Severance

The Parties agree that, i
Agreement is found to be
provisions shall be deeme
remainder of this Agree

r more of the provisions of this
erwise unenforceable, that / those
remainder of this Agreement. The
rceable.

13. Notices

13.1 All notices under th
if signed by, or on
notice.

writing and be deemed duly given
sed officer of the Party giving the

13.2 Notices shall be de

given:

13.2.1 when delive
registered m

ier or other messenger (including
ss hours of the recipient; or

13.2.2 when sent,
transmission

mile or e-mail and a successful
s generated; or

13.2.3 on the fifth
ordinary mai

g mailing, if mailed by national

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13.2.4 on the terms of the contract, or by registered post or by airmail, if mailed by airmail, postage prepaid.

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

14. Alternative Dispute Resolution

14.1 Any dispute or claim arising out of or in connection with the Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties. If the Parties cannot agree on the arbitrator, then the President of the Institution shall appoint the arbitrator to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 of 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 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 arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed the day and year first before written

SIGNED by
<<Name and Title of person signing>>
for and on behalf of <<Company's 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>>

The PPC Services

<<Insert a detailed description of the PPC Services to be provided including, where relevant, details of ongoing PPC Services to be provided.>>

Required Information

<<Insert a detailed specification of the information and other materials which must be provided by the Client to enable the Provider to provide the PPC Services.>>

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