

# THIS AGREEMENT is made the

## BETWEEN:

- (1) <<Name of Consultant>> o
- (2) <<Name of Client>> [a constant of client>> [a c

## WHEREAS:

- (1) At all material times the C engine optimisation ("SEO"
- (2) The Client wishes to impr URL>> ("the Website").
- (3) The Consultant hereby ag terms and conditions of this

#### IT IS AGREED as follows:

#### 1. Definitions and Interpreta

1.1 In this Agreement expressions have the

"Audit Report"

"Business Day"

"Competition Report"

"Confidential Information"

"Data Protection Legislation"

["Fee"]



he Consultant") and

Country of Registration>> under
e registered office is at] OR [of]

the business of providing search

ankings of their website, <<insert

vices to the Client subject to the

therwise requires, the following

out the current status of the SEO and search engine

han Saturday or Sunday) on re open for their full range of nsert location>>;

ng details of factors including, but g websites' search engine

ther Party, information which is by the other Party pursuant to, or Agreement (whether orally or in dium, and whether or not the stated to be confidential or

gislation in force from time to time applicable to data protection and ot limited to, the UK GDPR (the n of the General Data Protection 679), as it forms part of the law of cotland, and Northern Ireland by e European Union (Withdrawal) ptection Act 2018 (and regulations the Privacy and Electronic lations 2003 as amended;

on payable to the Consultant for efined in Clause 6;]

["Initial Fee"]

"Intellectual Property Rights"

"Keyword Report"

["Milestone Payment(s)"]

"Required Information"

"SEO Services"

"Website SEO"

"Assistant"

1.2 Unless the context

1.2.1 "writing", an communicat similar mear

1.2.2 a statute or provision as





ayable to the Consultant under ayment of the Milestone

any patents, trade marks, service igns, applications (and rights to se rights) trade, business and rnet 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

ast infringements of any of the

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

able to the Consultant for each of set out in sub-Clause 5.4;]

which the Client must supply to hable the Consultant (and any ut the SEO Services as defined in

rvices to be provided by the Assistant(s)) to the Client in terms and conditions of this in Schedule 1;

of the SEO services to the not limited to, the editing of the aration of reports and other enable the Client or a third party ccordance with the Consultant's

yed] person [or person employed in any case is nominated and ervices by the Consultant (either is set out in Schedule 1 or any someone with suitable skill and

reference in this Agreement to:

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

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

- 1.2.3 "this Agreen Schedules a
- 1.2.4 a Schedule
- 1.2.5 a Clause or (other than and
- 1.2.6 a "Party" or
- 1.3 The headings used no effect upon the ii
- 1.4 Words imparting the
- 1.5 References to any g

# 2. Engagement of the Cons

- 2.1 The Client hereby e
- 2.2 The Consultant sh Completion Date").
- 2.3 The Consultant ac interest in the SEO the Client should h Accordingly, subjec complete the SEO sum>>] OR [a sum shall be deducted Consultant for each after the Completion other remedy for an
- 2.4 The Client shall p <<insert date>> ("t deliver the Require shall increment by Information is delay
- 2.5 Whether or not the Services, the Cons Services and shall part of the SEO Ser

# 3. Nature of Engagement

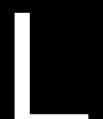
- 3.1 The Consultant sh Consultant's SEO S Assistant(s) engag exclusively for the C Client shall not se Assistant in the pro right to do so
- 3.2 The Consultant sha and entitled to org Services are performed representative) to e of the SEO Service other contractors, o













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

ement;

e 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.

ther gender.

provide the SEO Services.

ervices by <<insert date>> ("the

ent has a legitimate commercial d by the Completion Date and that edy if they are not so completed. e event that the Consultant fails to etion Date, [the sum of £<<insert >% of the total Fee due] per day rom the total Fee payable to the SEO Services are not completed to any right to claim any further or

formation to the Consultant by the event that the Client fails to livery Date, the Completion Date that the delivery of the Required

nt carries out all or any of the SEO sible for the quality of the SEO Assistant(s) performing all or any ently and with reasonable care.

independent contractor and the orking methods and those of any D Services shall at all times be supervise, direct and control. The or control the Consultant or any ces nor shall the Client have any

sively responsible for organizing, ow and in what order the SEO with the Client (or the Client's s taken of the impact of the timing the activities of the Client and any hird parties also engaged by the Client.

- 3.3 The engagement ur that at any time the services which are can engage other c or similar to the SE
- 3.4 The Consultant in substitute any Assi SEO Services or Assistant chosen b perform the SEO endeavours to avo with the Client before of persons carrying any event provide SEO Services is un reason upon notifid delay is unaccepta substitute or additid Assistant if in its re or experience.
- 3.5 Any act or omission be deemed to be ar
- 3.6 Whenever possible equipment, materia
- 3.7 The Consultant is performance of its appointment of the Services does not o Consultant to offer continuing relations

## 4. Self-Employment Status

- 4.1 The Consultant sha the status of a selftax and national in respect of the consi
- 4.2 The Consultant here that may be made income tax or nation including interest a him or any Assistan
- 4.3 The Consultant sha tax.
- 4.4 Nothing in this Agr venture, agency o employment relation Consultant].

## 5. The SEO Services

5.1 The Consultant sh



utually non-exclusive that is to say sistant can provide to other clients the SEO Services and the Client th services which are the same as

on one or more occasions may by other Assistant engaged on the onal Assistant provided that any requisite skills and experience to altant shall use all reasonable inges or additions and to consult proposed change in engagement However, the Consultant shall in dition where the provision of the due to incapacity or for any other the Client's representative) that a vise necessary to provide such a pe entitled to refuse to accept any e not suitable due to lack of skills,

or the purposes of this Agreement, onsultant.

Consultant shall use his own out the SEO Services.

services available except for the greement. The engagement and Agreement to provide the SEO ons on the part of the Client or the tract, engagement or services. No ed or implied.

pendent contractor and shall have hall be responsible for all income similar taxes or contributions in his Agreement.

the Client in respect of any claims es against the Client in respect of is or similar taxes or contributions, the SEO Services (carried out by sultant under this Agreement.

of his expenses and value added

d to create any partnership, joint hip between the Parties, or any tant and [either] the Client [or the

vices specified in Schedule 1 in

accordance with this

- 5.2 The Consultant sha limited to, the settir agreement and aut
- 5.3 [The Website SEO shall be uploaded d the required access later than <<insert d

# OR

[The Consultant sh SEO materials shal third party appointed

- 5.4 The Consultant sh following milestone
  - 5.4.1 the Aud
    - 5.4.2 the Con
    - 5.4.3 the Key
    - 5.4.4 the Web
    - 5.4.5 <<insert
- 5.5 The Client understa
  - 5.5.1 The tim and the appear position SEO Se
  - 5.5.2 The Coi any gua change detrimei complet
  - 5.5.3 The Cor on the activity alteratio
  - 5.5.4 The Co result in Designa
  - 5.5.5 [Subject Website <<insert Search of this A period>: period>: and sha position









s to the Client including, but not mpaigns, without the prior written

tly and all changes to the Website via FTP. The Client shall provide out not limited to FTP details, no

to the Website and the Website nt for uploading by the Client or a

g milestone deliverables by the

nsert date>>;

ore <<insert date>>;

<<insert date>>;

<insert date>>;

required>>.

he following:

ar on search engine listings vary t guarantee that the Website will gnated Search Engines or that its from that which it held prior to the

earch engines and cannot provide esignated Search Engines will not ality in such a way that will have a ng of the Website following the

onsibility for any detrimental effect rankings which results from any party including, but not limited to,

antee that the SEO Services will n the top 10 search results on the

b-Clauses 5.5.2 and 5.5.3, if the the search results ranking from t number>> on the Designated of <<insert period>> from the date ere for a period of at least <<insert carry out no more than <<insert at no additional cost to the Client eavours to further enhance the

## 6. Consideration

6.1 [In consideration of the [Initial] Fee of : dated <<insert date

## AND/OR

[In consideration o Milestone Payments

- 6.1.1 The sun
- 6.1.2 The su Report;
- 6.1.3 The sun
- 6.1.4 The sun
- 6.1.5 <<insert
- 6.2 Payment of the [Init following completio made within <<inse invoice for the same

Any sums which r interest at the rate lending rate of <<in on a daily basis f payment of the ove due shall be payabl

- 6.3 All payments made value added tax cha
- 6.4 No further payment and above the entiting payment shall be m by the Consultant in

## 7. Intellectual Property

- 7.1 Upon receipt in ful copyright and any a and all materials cre Services shall be o shall be deemed to arising out of Chapt
- 7.2 Nothing in this A Consultant and sub Property Rights w Website to the Clier

## 8. Consultant's Warranties

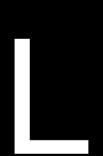
8.1 The Consultant, and named in Schedule the SEO Services













Client shall pay to the Consultant out in the Consultant's quotation

Client shall make the following

delivery of the Audit Report;

on delivery of the Competition

delivery of the Keyword Report;

completion of the Website SEO;

required>>]

tone Payment] shall be made only f the] SEO Services and shall be by the Client of the Consultant's

expiry of this period shall incur >>% per annum above the base time to time. Interest shall accrue payment until the actual date of re or after judgment. Any interest te sum

hall be expressly exclusive of any

nsultant for the SEO Services over ause 6 and, without limitation, no respect of any expenses incurred rvices.

Il sums due under Clause 6, the Property Rights subsisting in any n the course of providing the SEO to the Client and the Consultant al rights in respect of such work signs and Patents Act 1988.

y rights in the Website in the the assignment of any Intellectual benefit of the Consultant in the

## Itant's Indemnities

by the Consultant (whether or not te skill and experience to carry out

- 8.2 The Consultant sha that the work produ Consultant and sha Rights, moral rights whatsoever of any p
- 8.3 The Consultant he course of the SEC protection be valid a [and the provisions Convention].
- 8.4 The Consultant sh dispose of any righ course of the SEO enter into any agree rights under this performance of his
- 8.5 Subject to the pro proceedings, claim generality of this pro client basis) agains of the SEO Service work produced in the Agreement constitute belonging to a third against the same.
- 8.6 Subject to the pro proceedings, claims generality of this pro own-client basis) ac use or possession of the Client for the pro this Agreement con belonging to a thiro against the same.
- 8.7 The indemnities se indemnified Party:
  - 8.7.1 notifies the aware of any
  - 8.7.2 makes no a Party's prior
  - 8.7.3 makes all re request;
  - 8.7.4 provides all request; and
  - 8.7.5 allows the litigation and

# 9. Client's Warranties

9.1 The Client shall us the Required Inform



easonable endeavours to ensure e SEO Services is original to the yright, other Intellectual Property s of publicity, or any other rights

right in the work produced in the hout the full period of copyright to the laws of the United Kingdom n and/or the Universal Copyright

transfer, encumber or otherwise her rights in or to the work in the it to this Agreement, and shall not hich might conflict with the Client's interfere with the Consultant's reement.

8.7, in the event of any actions, cluding, without prejudice to the the Client on a solicitor and ownds that the Consultant's provision ssession and/or ownership of the Services in accordance with this any Intellectual Property Rights hall indemnify the Client from and

8.7, in the event of any actions, including, without prejudice to the f the Consultant on a solicitor and the grounds that the Consultant's ion and materials provided to it by SEO Services in accordance with of any Intellectual Property Rights indemnify the Consultant from and

5 and 8.6 shall apply only if the

ediately in writing upon becoming , claim, demand or costs;

ements without the indemnifying

ole to the indemnifying Party upon

to the indemnifying Party upon

plete control over any relevant

nable endeavours to ensure that erials it provides to the Consultant is original to the Cl Property Rights, mo rights whatsoever o

- 9.2 The Client hereby Website and mater period of copyright the United Kingdon Universal Copyright
- 9.3 The Client shall no of any rights of cop course of the SEO \$
- 9.4 The Client shall no conflict with the Cou the Consultant's pe

## 10. Liability

- 10.1 This Clause 10 sets for any breach of t Assistant(s) of the Services; and any (including, but not I out of or in connecti
- 10.2 Subject to sub-Clau in contract, tort (in duty or misreprese business opportuni consequential dama arises out of or in co
- 10.3 Nothing in this Agre fraud or fraudulent r death or personal in
- 10.4 Nothing in this Agi under or in respect
- 10.5 Without prejudice to 10.2 or 10.3, the tot this Agreement (wh breach of statutory shall be limited to 1 or payable by the sum>>] whichever i

## 11. Confidentiality

11.1 Both Parties under authorised in writir continuance of this

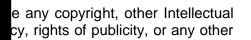
11.1.1 keep co

11.1.2 not disc

11.1.3 not use contemp







ht in the Required Information, onsultant shall, throughout the full subsisting pursuant to the laws of the Berne Convention and/or the

r, encumber or otherwise dispose in or to the work produced in the to this Agreement.

nent or arrangement which might Agreement or might interfere with ns under this Agreement.

ability of the Parties to each other upply by the Consultant and any made by the Client of the SEO ent, or tortious act or omission d breach of statutory duty) arising

hall be liable to the other, whether itution, or for breach of statutory profit, loss of goodwill, loss of aving, or any special, indirect or suffered by the other Party that ment.

ility of either Party to the other for liberate or wilful misconduct, or for

r limit the liability of either Party rovisions of Clause 8.

is of Clause 8, or to sub-Clauses arising out of or in connection with cluding negligence), restitution, for n or otherwise) shall be limited to al of the Milestone Payments] paid ement or the sum of  $\pounds$  <<insert

by sub-Clause 11.2 or as hey shall at all times during the sert period>>] after its termination: Information:

rmation to any other party;

tion for any purpose other than as

11.1.4 not mak of any C

11.1.5 ensure employe Party, w

- 11.2 Subject to sub-Cla Information to:
  - 11.2.1 any Ass
  - 11.2.2 any of the
  - 11.2.3 any gov

11.2.4 any of t in sub-C

- 11.3 Disclosure under s necessary for the p law. In each case Confidential Inform described in sub-Cl a body, the disclos written undertaking confidential and to made.
- 11.4 Either Party may us it to any other party knowledge through
- 11.5 When using or disc disclosing Party m Confidential Informa
- 11.6 The provisions of t their terms, notwiths

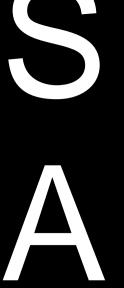
# 12. Termination

- 12.1 Either Party may t without giving any r
- 12.2 Without prejudice t terminate, notwiths have, in the followin

12.2.1 either P Agreem within < other Pa

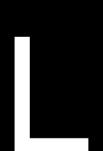
12.2.2 either P or comp reconstr the who

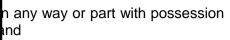
12.3 The termination of which have already











none of its directors, officers, oes any act which, if done by that provisions of this Clause 11.

may disclose any Confidential

O Services;

stitutes, or suppliers;

rity or regulatory body; or

s or those of any party described or 11.2.3;

made only to the extent that is this Agreement, or as required by t first inform the recipient that the Unless the recipient is a body orised employee or officer of such and submit to the other Party a ceep the Confidential Information boses for which the disclosure is

nation for any purpose, or disclose I Information is or becomes public

nation under sub-Clause 11.4, the s not disclose any part of that nowledge.

tinue in force in accordance with of this Agreement for any reason.

t at any time without notice and

Clause 12.1, this Agreement shall and remedies the Parties may

the terms and obligations of this apable of remedy, is not remedied en notice of such failure from the

y or liquidation – either voluntary purposes of bona fide corporate or if a receiver is appointed over y's assets.

e without prejudice to any rights Parties under this Agreement.

## 13 Force Majeure

- 13.1 Neither Party to the performing their oble that is beyond the causes include, but failure, industrial ac terrorism, acts of we event or circumstan
- 13.2 [In the event that a hereunder as a resperiod>>, the other written notice at the Parties shall agree up to the date of te contractual commit Agreement.]

## 14 Nature of the Agreement

- 14.1 Subject to the prov obligations through [subject to the provi charge (otherwise hereunder, or sub hereunder, except not to be unreasona
- 14.2 [Subject to the pro the entire agreeme and may not be mo authorised represer
- 14.3 Each Party acknow on any representa provided in this Ac implied by statute o by law.
- 14.4 No failure or delay Agreement shall be either Party of a bre be a waiver of any s

## 15 [Data Protection

The Consultant will only Consultant's <<insert docu location(s)>>.]

## 16 [Data Processing

- 16.1 In this Clause 16 a controller", "data p meaning defined in
- 16.2 [All personal data t subject to this Agre a Data Processing personal data is pro



liable for any failure or delay in re or delay results from any cause at Party ("Force Majeure"). Such er failure, internet service provider bod, storms, earthquakes, acts of or any other similar or dissimilar trol of the Party in guestion.

t cannot perform their obligations r a continuous period of <<insert tion terminate this Agreement by the event of such termination, the le payment for all work completed it shall take into account any prior liance on the performance of this

ntitling the Consultant to perform nent is personal to the Parties and er Party may assign, mortgage, or [or sub-license] any of its rights delegate any of its obligations of the other Party, such consent

s] **OR** [This] Agreement contains with respect to its subject matter ment in writing signed by the duly

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

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

al information as set out in the Notice>> available from <<insert

ersonal data", "data subject", "data al data breach" shall have the R.

Consultant on behalf of the Client, ed in accordance with the terms of he Parties shall enter before any



OR

- 16.2 [Both Parties shall out in the Data Pro provisions of this A out in the Data Pro those obligations.
- 16.3 For the purposes of this Agreement, the "Data Controller".
- 16.4 The type(s) of performination processing, and the to this Agreement.
- 16.5 The Data Controlle and notices require Processor for the pu
- 16.6 The Data Processo relation to its perform
  - 16.6.1 Process the Controller un such persor the Data Co by law;
  - 16.6.2 Ensure that measures (a data from damage or potential ha current state those meas Data Contro the Agreeme
  - 16.6.3 Ensure that for processir that persona
  - 16.6.4 Not transfer written cons conditions a
    - 16.6.
    - 16.6.
    - 16.6.
    - 16.6.









e data protection requirements set her this Clause 15 nor any other either Party of any obligations set hall not remove or replace any of

islation and for this Clause 15 and Processor" and the Client is the

e, nature and purpose of the ing shall be set out in Schedule 2

s in place all necessary consents nsfer of personal data to the Data edule 2 to this Agreement.

y personal data processed by it in ations under this Agreement:

he written instructions of the Data r is otherwise required to process a Processor shall promptly notify g unless prohibited from doing so

ble technical and organisational Controller) to protect the personal ful processing, accidental loss, ares shall be proportionate to the events, taking into account the gy and the cost of implementing ken shall be agreed between the ssor and set out in Schedule 2 to

ess to the personal data (whether) are contractually obliged to keep

side of the UK without the prior roller and only if the following

oller and/or the Data Processor d suitable safeguards for the al data;

jects have enforceable rights and edies;

sor complies with its obligations rotection Legislation, providing an protection to any and all personal d; and

sor complies with all reasonable in advance by the Data Controller processing of the personal data.

- 16.6.5 Assist the D to any and compliance security, bre with supervi the Informat
- 16.6.6 Notify the D breach;
- 16.6.7 On the Da dispose of) o the Data C required to r
- 16.6.8 Maintain cor technical ar demonstrate the Data Co
- 16.7 [The Data Processo to the processing of

## OR

- 16.7 [The Data Proces subcontractor with Clause 16 without consent not to be Processor appoints
  - 16.7.1 Enter into a impose upor upon the Da the Data f obligations;
  - 16.7.2 Ensure that that agreem
- 16.8 Either Party may, a days'>> notice, al replacing them with that form part of a when replaced by a

# 17 Severance

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

## 18 Notices

- All notices under th if signed by, or on notice.
- 18.2 Notices shall be dee

18.2.1 when delive registered m









ta Controller's cost, in responding a subjects and in ensuring its tion Legislation with respect to t assessments, and consultations ators (including, but not limited to, e);

undue delay of a personal data

instruction, delete (or otherwise a and any and all copies thereof to of this Agreement unless it is data by law; and

rds of all processing activities and ures implemented necessary to ause 16 and to allow for audits by besignated by the Data Controller.

any of its obligations with respect Clause 16.]

act any of its obligations to a sing of personal data under this ent of the Data Controller (such d). In the event that the Data a Processor shall:

h the subcontractor, which shall same obligations as are imposed ise 16 and which shall permit both ta Controller to enforce those

ies fully with its obligations under on Legislation.]

t <<insert period, e.g. 30 calendar provisions of this Agreement, ocessing clauses or similar terms scheme. Such terms shall apply nent.]

r more of the provisions of this rwise unenforceable, that / those mainder of this Agreement. The rceable.

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

given:

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

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18.2.2 when sent, it

18.2.3 on the fifth ordinary mai

In each case notice address notified to t

## 19 Alternative Dispute Reso

- 19.1 Any dispute or d Agreement or its s agreed upon by the then President of t conferred upon arbi
- 19.2 The Parties hereby and binding on both

#### 20 Law and Jurisdiction

- 20.1 This Agreement (in therefrom or assoc accordance with, th
- 20.2 Subject to the provi or claim between t contractual matters shall fall within the j

**IN WITNESS WHEREOF** this Ag before written

SIGNED by

<<Full name of the Consultant>>

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

#### SIGNED by

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

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

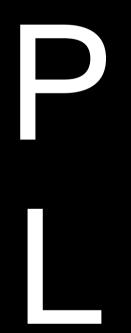
The SEO Services <<Insert full details of the SEO Se

**Designated Search Engines** <<List the Designated Search Eng











d a return receipt is generated; or g mailing, if mailed by national

the most recent address or e-mail

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

of the Arbitrator shall [not] be final

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

dispute, controversy, proceedings s Agreement (including any nonherefrom or associated therewith) f England and Wales.

executed the day and year first

the Consultant>>

Required Information <<Insert full details of the Required

Assistant <<Insert full name of any Assistant</pre>

Pursuant to Clause 16.4, the fol nature and purpose of the process

<<Insert full details>>]

[Pursuant to Clause 16.6.2, the agreed:

<<Insert full details>>]]



e(s) of personal data, the scope, he processing:

cal and organisational measures