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CONSULTANT AGREEMENT

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**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Consultant>> a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at <<insert Address>> ("the Consultant")
- (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 carrying on 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 Consultant 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"**

Report detailing the current status of the Client's website SEO and search engine

**"Business Day"**

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"**

Report detailing the search engine rankings of the Client's website and details of factors including, but not limited to, the Client's website's search engine

**"Confidential Information"**

Information disclosed by one Party to the other Party, information which is confidential by the other Party pursuant to, or in connection with, this Agreement (whether orally or in writing, and whether or not the information is stated to be confidential or

**"Data Protection Legislation"**

Any legislation in force from time to time which is applicable to data protection and privacy, including but not limited to, the UK GDPR (the General Data Protection Regulation (EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of the European Union (Withdrawal) Act 2018 (and regulations and the Privacy and Electronic Communications Regulations 2003 as amended;

**“Designated Search Engines”**

**[“Fee”]**

**[“Initial Fee”]**

**“Intellectual Property Rights”**

**“Keyword Report”**

**[“Milestone Payment(s)”]**

**“Required Information”**

**“SEO Services”**

**“Website SEO”**

**“Consultant Staff”**

1.2 Unless the context of

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nes on which the Consultant shall  
s with a view to improving the  
as defined in Schedule 1;

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

ayable to the Consultant under  
ayment of the Milestone

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

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

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

past infringements of any of the

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  
ple the Consultant to carry out the  
ed in Schedule 1;

ervices to be provided by the  
ent in accordance with the terms  
Agreement as defined in Schedule

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  
d

whose name is set out in Schedule  
ut there, any person(s) with  
ience nominated by the  
o time.

reference in this Agreement to:

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1.2.1 "writing", and communication, includes a reference to any electronic or facsimile transmission or similar means;

1.2.2 a statute or provision as 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 attached to this Agreement;

1.2.5 a Clause or Paragraph means a reference to a Clause of this Agreement or a 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 include the plural and vice versa.

1.5 References to any gender include the other 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 it has a legitimate commercial interest in the SEO Services being completed by the Completion Date and that the Client should have a remedy if they are not so completed. In the event that the Consultant fails to complete the SEO Services by the Completion Date, [the sum of £<<insert sum>>] OR [a sum of <<insert percentage>>% of the total Fee due] per day shall be deducted from the total Fee payable to the Consultant for each day after the Completion Date until the SEO Services are not completed. The Consultant shall have no right to claim any further or other remedy for any delay.

2.4 The Client shall provide the Required Information to the Consultant by <<insert date>> ("the Delivery Date"). In the event that the Client fails to deliver the Required Information by the Delivery Date, the Completion Date shall increment by one day for each day that the delivery of the Required Information is delayed.

2.5 The Consultant shall ensure that all SEO Services are performed competently and with reasonable care.

## 3. Nature of Engagement

3.1 The Consultant shall act as an independent contractor and the Consultant's SEO Services shall at all times be performed by the Consultant Staff exclusively for the Client. The Client shall not supervise, direct and control. The Consultant shall not have the right to do so.

3.2 The Consultant shall be solely responsible for organizing, and determining in what order the SEO Services

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it (or the Client's representative) to the impact of the timing of the SEO activities of the Client and any other parties also engaged by the Client.

- mutually non-exclusive that is to say Consultant Staff can provide to other similar to the SEO Services and the provide it with services which are the

- tion on one or more occasions  
ff for Consultant Staff or engage  
t any Consultant Staff chosen by  
d experience to perform the SEO  
asonable endeavours to avoid or  
consult with the Client beforehand  
ement of persons carrying out the  
hall in any event provide such a  
of the SEO Services is unduly  
any other reason upon notification  
e) that a delay is unacceptable or  
such a substitute or addition. The  
cept any Consultant Staff if in its  
to lack of skills, or experience.

- Consultant shall use his own  
out the SEO Services.

- services available except for the Agreement. The engagement and the SEO Services under this Agreement shall be subject to the obligations on the part of the Client or the Agency, as the case may be, under the contract, engagement or services. No liability shall be created or implied.

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- dependent contractor and shall be  
insurance contributions or similar  
consideration payable under this

- the Client in respect of any claims  
es against the Client in respect of  
ns or similar taxes or contributions,  
the SEO Services undertaken by

- of its expenses and value added

- d to create any partnership, joint  
or any employment relationship

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- Services specified in Schedule 1 in particular Clause 2.

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the [Initial] Fee of \$ <> out in the Consultant's quotation dated <<insert date>>

## AND/OR

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

6.1.1 The sum of \$ <> of the Audit Report;

6.1.2 The sum of \$ <> of the Competition Report;

6.1.3 The sum of \$ <> of the Keyword Report;

6.1.4 The sum of \$ <> completion of the Website SEO;

6.1.5 <<insert additional items required>>]

6.2 Payment of the [Initial Fee or Milestone Payment] shall be made only following completion of the [Initial Fee or Milestone Payment] of the] SEO Services and shall be made within <<insert period>> by the Client of the Consultant's invoice for the same.

Any sums which remain unpaid at the expiry of this period shall incur interest at the rate of <>% per annum above the base lending rate of <<insert rate>> time to time. Interest shall accrue on a daily basis from the date of payment until the actual date of payment of the overdue sum or after judgment. Any interest due shall be payable with the overdue sum.

6.3 All payments made by the Client shall be expressly exclusive of any value added tax charges.

6.4 No further payment shall be made by the Client and above the entire amount of the payment shall be made by the Consultant in respect of the SEO Services.

## 7. Intellectual Property

7.1 Upon receipt in full by the Consultant of all copyright and any other Intellectual Property Rights in any and all materials created or used in the course of providing the SEO Services shall be deemed to be assigned to the Client and the Consultant shall be deemed to have no Intellectual Property Rights in respect of such work arising out of Chapter 6.

7.2 Nothing in this Agreement shall prevent the Consultant and sub-consultants from assigning any Intellectual Property Rights in the Website to the Client.

## 8. Consultant's Warranties and Indemnities

8.1 Any Consultant Staff engaged by the Consultant shall possess the requisite skill and experience to carry out the SEO Services.

8.2 The Consultant shall warrant that the work produced by the Consultant and sub-consultants shall be original to the Consultant and shall not infringe any Intellectual Property Rights, moral rights or any other rights whatsoever of any person.

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- 8.3 The Consultant hereby warrants that the right in the work produced in the course of the SEO Services shall, throughout the full period of copyright protection be valid and subsist under the laws of the United Kingdom [and the provisions of the Copyright Act 1988 and/or the Universal Copyright Convention].
- 8.4 The Consultant shall not transfer, encumber or otherwise dispose of any right in or to the work in the course of the SEO Services, nor shall he enter into any agreement which might conflict with the Client's rights under this Agreement, and shall not interfere with the Consultant's performance of his obligations under this Agreement.
- 8.5 Subject to the provisions of this Agreement, in the event of any actions, proceedings, claims or demands, including, without prejudice to the generality of this provision, against the Client on a solicitor and own-client basis) against the Consultant, the Consultant shall indemnify the Client from and in respect of all costs and expenses incurred by the Client in connection with the provision of the SEO Services in accordance with this Agreement, including any Intellectual Property Rights.
- 8.6 Subject to the provisions of this Agreement, in the event of any actions, proceedings, claims or demands, including, without prejudice to the generality of this provision, against the Consultant on a solicitor and own-client basis) against the Client, the Client shall indemnify the Consultant from and in respect of all costs and expenses incurred by the Consultant in connection with the provision of the SEO Services in accordance with this Agreement, including any Intellectual Property Rights.
- 8.7 The indemnities set out in clauses 8.5 and 8.6 shall apply only if the indemnified Party:
- 8.7.1 notifies the indemnifying Party immediately in writing upon becoming aware of any claim, demand or costs;
  - 8.7.2 makes no admission of liability without the indemnifying Party's prior written consent;
  - 8.7.3 makes all relevant documents available to the indemnifying Party upon request;
  - 8.7.4 provides all relevant documents to the indemnifying Party upon request; and
  - 8.7.5 allows the indemnifying Party to have complete control over any relevant documents.
9. **Client's Warranties**
- 9.1 The Client shall use reasonable endeavours to ensure that the Required Information it provides to the Consultant is original to the Client and does not infringe any copyright, other Intellectual Property Rights, moral rights, rights of publicity, or any other rights whatsoever of any third party.
- 9.2 The Client hereby warrants that the Required Information, Website and materials provided to the Consultant shall, throughout the full



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- 11.2 Subject to sub-Clause 11.2, the Client may disclose any Confidential Information to:
- 11.2.1 any Consultant or Provider of SEO Services;
  - 11.2.2 any of their subcontractors, agents, or suppliers;
  - 11.2.3 any governmental authority or regulatory body; or
  - 11.2.4 any of their subcontractors, agents, or suppliers, or those of any party described in sub-Clause 11.2.3;
- 11.3 Disclosure under sub-Clause 11.2 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 Confidential Information is being disclosed. Unless the recipient is a body described in sub-Clause 11.2.3, the Client shall require the recipient to make a written undertaking to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.
- 11.4 Either Party may use Confidential Information for any purpose, or disclose it to any other party, provided that such use or disclosure is or becomes public knowledge through no fault of the disclosing Party.
- 11.5 When using or disclosing Confidential Information under sub-Clause 11.4, the disclosing Party may not disclose any part of that Confidential Information to any third party without the knowledge of the other Party.
- 11.6 The provisions of this Clause shall continue in force in accordance with the terms of this Agreement for any reason.
12. **[Data Protection]**
- For complete details of the processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for its use, the rights and how to exercise them, and data sharing (where applicable), please refer to the Consultant's Data Protection Policy, which is available from <<insert location>>].
13. **[Data Processing]**
- 13.1 In this Clause 13 and for the purposes of this Agreement, "personal data", "data subject", "data controller", "data processor", "data breach", and "data breach notification" shall have the meaning defined in the applicable data protection legislation.
- 13.2 [All personal data transferred to the Consultant on behalf of the Client, shall be processed in accordance with the terms of the Data Processing Agreement, which the Parties shall enter into before any personal data is processed.]
- OR**
- 13.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Policy, whether this Clause 13 nor any other provisions of this Agreement shall remove or replace any of those obligations.]
- 13.3 For the purposes of this Clause 13 and for this Agreement, the Consultant is the "Data Processor" and the Client is the "Data Controller".

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“Data Controller”.

- 13.4 The type(s) of processing, and the nature and purpose of the processing shall be set out in Schedule 1 to this Agreement.
- 13.5 The Data Controller shall place in place all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes set out in Schedule 1 to this Agreement.
- 13.6 The Data Processor shall process any personal data processed by it in accordance with the following conditions under this Agreement:
- 13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the data by law; the Data Processor shall promptly notify the Data Controller if it is unable to do so unless prohibited from doing so by law;
- 13.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from loss, destruction, accidental processing, accidental loss, damage or disclosure, (b) are in place to protect the personal data from potential harm, (c) are in place to protect the personal data from current state of affairs, (d) those measures shall be proportionate to the risks, taking into account the nature of the data, the context of the processing and the cost of implementing those measures; the measures taken shall be agreed between the Data Controller and the Data Processor and set out in Schedule 1 to this Agreement;
- 13.6.3 Ensure that the Data Processor and any subcontractors (whether or not they are contractually obliged to keep the data confidential) are contractually obliged to keep the data confidential;
- 13.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 13.6.4.1 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;
- 13.6.4.2 The Data Processor has enforceable rights and obligations;
- 13.6.4.3 The Data Processor complies with its obligations under applicable legislation, providing an adequate level of protection for any and all personal data so transferred;
- 13.6.4.4 The Data Processor complies with all reasonable requirements advanced by the Data Controller with respect to the protection of the personal data.
- 13.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable data protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 13.6.6 Notify the Data Controller of a personal data breach without undue delay of a personal data breach;

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13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the Data Controller's copies of this Agreement unless it is required to retain such data by law; and

13.6.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 13 and to allow for audits by the Data Controller or other persons designated by the Data Controller.

13.7 [The Data Processor shall be liable for any of its obligations with respect to the processing of personal data under Clause 13.]

OR

13.7 [The Data Processor shall not be liable for any of its obligations to a sub-processor with respect to the processing of personal data under this Clause 13 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where at the Data Processor appoints a sub-processor, the

13.7.1 Enter into a contract with the sub-processor, which shall impose upon the sub-processor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and

13.7.2 Ensure that the sub-processor complies fully with its obligations under Clause 13 and applicable Data Protection Legislation.]

13.8 Either Party may, at any time, terminate this Agreement by giving <<insert period, e.g. 30 calendar days'>> notice, and the other Party shall replace the existing provisions of this Agreement, including the processing clauses or similar terms, with the provisions of the new scheme. Such terms shall apply from the date of termination.]

#### 14. Termination

14.1 Either Party may terminate this Agreement at any time without notice and without giving any reason.

14.2 Without prejudice to Clause 14.1, this Agreement shall terminate, notwithstanding any notice, if the other Party fails to comply with its obligations and remedies the Parties may agree.

14.2.1 either Party may terminate this Agreement if the other Party fails to comply with its obligations and remedies the Parties may agree, within <<insert period, e.g. 30 calendar days'>> of the date of such failure from the other Party; or

14.2.2 either Party may terminate this Agreement if the other Party is in liquidation – either voluntary or compulsory – or if the other Party is the subject of a bona fide corporate reconstruction or if a receiver is appointed over the whole or any part of the assets of the other Party.

14.3 The termination of this Agreement shall be without prejudice to any rights or obligations of the Parties under this Agreement.

#### 15 Force Majeure

15.1 Neither Party shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay results from any cause beyond the control of the other Party ("Force Majeure"). Such

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causes include, but not limited to, war, civil unrest, terrorism, acts of war, natural disasters, fire, flood, industrial accident, or any other event or circumstance beyond the control of the Party in question.

er failure, internet service provider failure, fire, flood, storms, earthquakes, acts of war, or any other similar or dissimilar event or circumstance beyond the control of the Party in question.

15.2 [In the event that a Party cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. The Party shall take into account any prior contractual commitment and liability on the performance of this Agreement.]

It cannot perform their obligations hereunder as a result of a continuous period of <<insert period>>, the other Party may terminate this Agreement by written notice at the discretion of the Party. In the event of such termination, the Parties shall agree to a reasonable payment for all work completed up to the date of termination. The Party shall take into account any prior contractual commitment and liability on the performance of this Agreement.]

## 16 Nature of the Agreement

16.1 Subject to [the provisions of] Clause 16, this Agreement shall not be assigned, mortgaged, or otherwise encumbered [or sub-licensed] any of its rights or obligations hereunder without the written consent of the other Party, and such consent not to be unreasonably withheld.

Subject to [the provisions of] Clause 16, this Agreement shall not be assigned, mortgaged, or otherwise encumbered [or sub-licensed] any of its rights or obligations hereunder without the written consent of the other Party, and such consent not to be unreasonably withheld.

16.2 [Subject to the provisions of] this Agreement contains the entire agreement between the Parties and may not be amended or modified in any way without the duly authorised signature of both Parties.

[Subject to the provisions of] this Agreement contains the entire agreement between the Parties and may not be amended or modified in any way without the duly authorised signature of both Parties.

16.3 Each Party acknowledges that it enters into this Agreement on any representation or warranty provided in this Agreement, and it is implied by statute or otherwise by law.

Each Party acknowledges that it enters into this Agreement, it does not rely on any representation or warranty provided in this Agreement, and it is implied by statute or otherwise by law.

16.4 No failure or delay in the performance of this Agreement shall be deemed to be a waiver of any right or obligation of either Party of a breach of this Agreement.

No failure or delay in the performance of this Agreement shall be deemed to be a waiver of any right or obligation of either Party of a breach of this Agreement.

## 17 Severance

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

If any provision of this Agreement is found to be unenforceable, that / those provisions shall be deemed to be severed from the remainder of this Agreement. The remainder of this Agreement shall remain enforceable.

## 18 Notices

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

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

18.2 Notices shall be deemed to have been given:

given:

18.2.1 when delivered to the recipient by a registered messenger or other messenger (including during business hours of the recipient; or

by a registered messenger or other messenger (including during business hours of the recipient; or

18.2.2 when sent, if a return receipt is generated; or

if a return receipt is generated; or

18.2.3 on the fifth business day after mailing, if mailed by national or international registered mail.

on the fifth business day after mailing, if mailed by national or international registered mail.

In each case notice shall be deemed to have been given to the most recent address or e-mail

to the most recent address or e-mail

address notified to the  
19 **Alternative Dispute Resolution**

19.1 Any dispute or difference arising out of or in connection with this Agreement or its subject matter shall be referred to and finally determined by arbitration agreed upon by the Parties. The arbitration shall be conducted in accordance with the then President of the Arbitration Institute of the Chamber of Commerce and Industry of England and Wales.

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

20 **Law and Jurisdiction**

20.1 This Agreement (including any dispute, controversy, proceedings or claim between the Parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

20.2 Subject to the provisions of this Agreement, all disputes or claims arising out of or in connection with this Agreement shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been signed and executed before written

SIGNED by

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

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

**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>>

**Consultant Staff**

<<Insert full name of any named Staff>>

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### **Data Processing**

Pursuant to Clause 13.4, the following details the nature and purpose of the processing:

<<Insert full details>>]

[Pursuant to Clause 13.6.2, the following technical and organisational measures agreed:

<<Insert full details>>]]

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