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SOCIAL MEDIA MARKETING 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) The Client owns and operates the Website <<insert URL>> ("the Website"), and wishes to improve its position in the market through the advertising and promotion of the Website.
- (2) The Company is engaged in providing social media marketing services [<<insert a more detailed description of the services provided>>].
- (3) The Client hereby engages the Company to provide the Social Media Marketing Services as described herein, subject to and in accordance with 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:
- "Business Day"** means any day other than Saturday or Sunday) on which the Company's offices are open for their full range of services at <<insert location>>;
- "Client Materials"** means all materials, including but not limited to <<insert description of materials>>, which the Client may provide to the Company for use in its provision of the Social Media Marketing Services;
- "Confidential Information"** means any information, whether or not either Party, information which is disclosed by the other Party pursuant to this Agreement (whether orally or in writing, in any form or medium, and whether or not the disclosure is expressly stated to be confidential or

“Intellectual Property Rights”

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all rights in any patents, trade marks, registered designs, applications (whether or not for any of those rights), trade names, internet domain names, unregistered trade marks and other rights, database rights, know-how, inventions;

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processes, consents, orders, statutes or regulations relating to a right in paragraph (a);

of the same or similar effect or nature as or to those in paragraph (a) and (b) which now or in the future

for past infringements of any of the

“Initial Fee”

fee payable for the Initial Period of Social Media Marketing Services provision in accordance with

“Per-Period Fee”

fee payable for each Subsequent Period of Social Media Marketing Services provision in accordance with Clause 6;

“Period”

Initial Period or a Subsequent Period, as defined in Clause 2.2;

“Required Information”

information concerning the Client’s <<insert description of business, website, activities etc>> which the Company requires in order to provide the Social Media Marketing Services, as set out in

“Required Materials”

materials, including but not limited to <<insert description of materials>> provided by the Company in order to provide the Social Media Marketing Services, as set

“Social Media Content”

content, including but not limited to <<insert description of content, e.g. posts, tweets etc>>, which the Client provides for publication on social media platforms in order to provide the Social Media Marketing Services; and

“Social Media Marketing Services”

social media marketing services to be provided by the Company to the Client in accordance with the terms and conditions of this Agreement as set out in Clause 1.

1.2 Unless the context of

reference in this Agreement to:

1.2.1 “writing”, and any other form of communication, includes a reference to any written or facsimile transmission or

on, includes a reference to any written or facsimile transmission or

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- 1.2.2 a statute or provision as is a reference to that statute or provision as at the relevant time;
- 1.2.3 "this Agreement" means this Agreement and each of the Schedules as amended at the relevant time;
- 1.2.4 a Schedule means a Schedule to this Agreement; and
- 1.2.5 a Clause or Paragraph means a reference to a Clause of this Agreement or a Paragraph of the relevant Schedule.
- 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.
- 1.6 References to persons shall include corporations.

2. Engagement of the Company

- 2.1 The Client hereby engages the Company to provide the Social Media Marketing Services.
- 2.2 This Agreement shall commence on <insert date> and the Company shall commence the Social Media Marketing Services on <insert date> ("the Initial Term"). The Company shall provide the Social Media Marketing Services for an Initial Term of <insert period>, until <insert date>. This Agreement may be renewed by mutual agreement of the Client and the Company for subsequent Terms of <insert period> at the end of the Initial Term (collectively the "Term").

3. Provision of the Social Media Marketing Services

- 3.1 With effect from the commencement of the Initial Period and at the end of each subsequent Period, the Company shall, throughout the Initial Period and at the end of each subsequent Period, provide the Social Media Marketing Services.
- 3.2 The Company shall provide the Social Media Marketing Services with reasonable skill and care and in accordance with prevailing standards in the United Kingdom.
- 3.3 The Company shall provide the Social Media Marketing Services in accordance with the terms of this Agreement and any instructions are provided by the Client provided that such instructions do not conflict with the terms of this Agreement and the definition of Social Media Marketing Services set out in Schedule 1.
- 3.4 The Company shall ensure that it complies with all applicable laws, codes of conduct and any other rules relevant to the provision of Social Media Marketing Services.
- 3.5 [The Company shall endeavour to accommodate any reasonable change requested by the Client and any reasonable change to the Social Media Marketing Services that may be due as a result of such changes.]

4. **The Social Media Marketing**

- 4.1 The Company shall provide Social Media Marketing Services as described in this Clause 4 and
- 4.2 [The Client currently has a presence on the following social media platforms:
- 4.2.1 <<insert name>>;
- 4.2.2 <<list further>>
- 4.3 The Client wishes to have a presence on the following social media platforms:
- 4.3.1 <<insert name>>;
- 4.3.2 <<list further>>
- 4.4 The Company shall ensure that all activity takes place on all of the social media platforms listed in clauses 4.2 and 4.3] **OR** [sub-Clause 4.2] and in particular the following activities:
- 4.4.1 <<Insert number>> activity, e.g. post, tweet etc>> on <<insert name>> per <<insert time period>>;
- 4.4.2 <<Insert number>> activity, e.g. post, tweet etc>> on <<insert name>> per <<insert time period>>;
- 4.4.3 <<Insert number>> activity, e.g. post, tweet etc>> on <<insert name>> per <<insert time period>>;
- 4.4.4 <<list further>> sites as required>>.
- 4.5 [The Company requires the Client to provide credentials for the social media platforms set out in the Social Media Marketing Services. The Client shall provide the same as follows:
- 4.5.1 <<insert name>> Username: <<insert username>>, Password: <<insert password>>;
- 4.5.2 <<insert name>> Username: <<insert username>>, Password: <<insert password>>;
- 4.5.3 <<insert name>> Username: <<insert username>>, Password: <<insert password>>;
- 4.5.4 <<list further>> and passwords as required>>.]
- OR**
- 4.5 [The Company requires the Client to provide credentials for the social media platforms set out in the Social Media Marketing Services. The Client shall provide the same by <<insert date>>.]
- 4.6 The Client hereby authorises the Company to use the Client's abovementioned accounts for the purposes of providing the Social Media Marketing Services. This information is hereby designated Confidential Information and shall be treated accordingly, as described under Clause 11.
- 4.7 The Company shall provide to the Client the following reports detailing the status of the social media marketing activities on each of the abovementioned platforms on the following [dates]

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OR [intervals]:

4.7.1 <<insert rep etc.>> [on or before <<insert date(s)>>] C

4.7.2 <<insert rep etc.>> [on or before <<insert date(s)>>] C

4.7.3 <<insert rep etc.>> [on or before <<insert date(s)>>] C

4.7.4 <<list further

4.8 At the end of the end of each Subsequent Period thereafter, the Par meet to discuss the Social Media Marketing Services that Period, addressing matters including, but not li ed above in sub-Clause 4.[6] OR [7], the status and dia marketing activities carried out thus far, and the str

5. The Client's Obligations

5.1 The Company req order to provide the Social Media Marketing Services

5.1.1 The Requir ne Client and its <<insert brief description, activities etc.>>; and

5.1.2 The Require Social Media Content.

5.2 The Client shall pro nation and the Required Materials to the Company by (Delivery Date”).

5.3 The Company may e the Client's input or feedback on Social Media Conte in the course of the Social Media Marketing Services e all reasonable endeavours to respond with the re (insert period>> Business Days.

5.4 In the event that a rmation, or any other information supplied by the Clie ding, but not limited to, the access credentials supplied 4] OR [5]) changes and such a change will materi of the Social Media Marketing Services by the Co inform the Company of the same without undue delay

5.5 The Company shall lays in the provision of the Social Media Marketing S from the Client's failure to comply with any of its obliga requirements applying thereto) under this Clause 5 or any arising under this Agreement.

6. Fees and Payment

6.1 In consideration of t ng Services the Client shall pay to the Company the rt sum>> for the Initial Period. Following the Initial to the Company a Per-Period Fee of £<<insert sum>> riod.

6.2 Payment of the Init in <<insert period>> of the date of this Agreement] OR >> of the date of the Company's invoice for the sam [on] OR [within <<insert period>>

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6.3 Payment of each P
date of the Compa
[within <<insert per
relates.

6.4 All payments made
value added tax cha

6.5 Unless the Parties
shall be made to th
and above the enti
payment shall be m
by the Company in

6.6 Without prejudice t
sums which remain
in this Clause 6 sha
above the base ra
payment is made in
apply to payments o

ue within <<insert period>> of the
e which shall be issued [on] OR
the Subsequent Period to which it

shall be expressly exclusive of any

se in writing, no further payment
al Media Marketing Services over
ause 6 and, without limitation, no
respect of any expenses incurred
ia Marketing Services.

termination for non-payment), any
piry of the payment periods set out
y basis at <<insert percentage>>%
bank>> from time to time until
ing sums. This provision shall not

7. Intellectual Property Right

7.1 All Intellectual Pro
Required Materials,
the property of the
Agreement shall ve
belonging to the Cl
Client hereby gra
transferable, revoc
Information, Requi
purposes of providi
this Agreement.

7.2 Upon receipt in full
Clause 6, the copy
subsisting in the S
Period shall be ass
have waived any a
shall execute all d
requested by the C
rights in such conte

g in the Required Information,
Materials shall at all times remain
(as appropriate). Nothing in this
material provided by, or otherwise
(appropriate) in the Company. The
a limited, non-exclusive, non-
e to use any and all Required
other Client Materials for the
keting Services in accordance with

sums due for a given Period under
other Intellectual Property Rights
ated by the Company during that
the Company shall be deemed to
spect of the same. The Company
actions necessary or reasonably
in, maintain, perfect or assign its

8. Indemnity

8.1 The Company (as
the Client (as an "I
indemnified from a
claim that the Clie
(including, but not l
in the course of pro
infringement of any

8.2 The Client (as an
Company (as an "I

) hereby undertakes to indemnify
o keep the Client at all times fully
sing as a result of any action or
wnership of any and all materials
Content) created by the Company
Marketing Services constitutes an
nts belonging to a third party.

reby undertakes to indemnify the
o keep the Company at all times

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10. Limitation of Liability

- 10.1 Subject to sub-Clause 10.3, each Party shall be liable to the other for any loss of profit, indirect or consequential loss or damages.
- 10.2 Nothing in this Agreement shall limit either Party's liability for death or personal injury, or for negligence, fraud or fraudulent misrepresentation, or for breach of 1, the indemnities in sub-Clauses 10.1 and 8.2, or otherwise. Such liability shall not be excluded or limited by law.
- 10.3 Subject to sub-Clause 10.2, each Party's total liability to the other in respect of any claim (whether in contract, tort (including negligence), breach of statutory duty or otherwise), shall not exceed the amount paid or payable by the Client to the Company in the <<insert sum>>, or to the claim, or £<<insert sum>>, whichever is greater.

11. Confidentiality

- 11.1 Each Party undertakes to keep confidential and authorised in writing the Confidential Information provided by sub-Clause 11.2 or as otherwise disclosed to it shall, at all times during the continuance of this Agreement, and for a period of [insert period] indefinitely] OR [for <<insert period>> years] after its termination.
- 11.1.1 keep confidential the Confidential Information;
- 11.1.2 not disclose the Confidential Information to any other party;
- 11.1.3 not use any Confidential Information for any purpose other than as contemplated by the terms of this Agreement;
- 11.1.4 not make any Confidential Information available in any way or part with possession of the Confidential Information;
- 11.1.5 ensure that the Confidential Information of its officers, employees, agents, sub-contractors or subcontractors, which, if done by that Party, would be a breach of the Confidential Information, is not disclosed to the Confidential Information Clauses 11.1.1 to 11.1.4 above.
- 11.2 Either Party may:
- 11.2.1 disclose any Confidential Information to:
- 11.2.1.1 [any officer, employee, agent, subcontractor or subcontractor of that Party;]
- 11.2.1.2 any government authority or regulatory body; or
- 11.2.1.3 any other person if that Party or of any of the Confidential Information or bodies;
- to such extent as may be necessary for the purposes contemplated by this Agreement, the provision of the Social Media Marketers' Code of Practice required by law. In each case that Party or body in question that the Confidential Information is not disclosed (except where the Party or sub-Clause 11.2.1.[2] OR [1] or body) obtaining and submitting to the Confidential Information undertaking from the party in question. Such disclosure shall be as nearly as practicable in the terms of the Confidential Information purposes for which the disclosure is made; and

Agreement.
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Sections 112

12.4 For the purposes of
of remedy if the Par
respects.

13. **Effects of Termination**

Upon the termination or ex

13.1 any sum owing by c
Agreement shall be

13.2 all licences grante
Information, Requi
terminate immediat

13.3 the Company shall,
Required Informati
possession and/or
destruction;

13.4 each Party shall (e
cease to use, eit
belonging to the ot
credentials as refer
shall at the other P
Confidential Inform
certificate of such re

13.5 all Clauses which, e
the expiry or termin

13.6 termination shall no
which the terminati
termination or any
may have in respec
before the date of te

13.7 subject as provided
rights neither Party

14. **Force Majeure**

14.1 Neither Party to th
performing their obl
that is beyond the r
are not limited to:
action, civil unrest,
war, governmental
Party in question.

14.2 [In the event that a
hereunder as a res
period>>, the other
written notice at the
Parties shall agree

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f this Clause 12, “control” and
e meanings ascribed thereto by
of the Corporation Tax Act 2010.

each shall be considered capable
with the provision in question in all

any reason:

under any of the provisions of this
nd payable;

the Client to use the Required
all other Client Materials shall

either promptly return or destroy all
and other Client Materials in its
a certificate of such return and/or

red to in Clause 11) immediately
ly, any Confidential Information
not limited to, the Client’s access
4 and 4.5] OR [4.5 and 4.6]) and
promptly return or destroy all such
and/or control and shall issue a

ir nature, relate to the period after
shall remain in full force and effect;

right to damages or other remedy
spect of the event giving rise to the
or other remedy which any Party
s Agreement which existed at or

except in respect of any accrued
r obligation to the other.

liable for any failure or delay in
re or delay results from any cause
t Party. Such causes include, but
service provider failure, industrial
quakes, acts of terrorism, acts of
t that is beyond the control of the

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

up to the date of termination of the contractual commitment under this Agreement.]

It shall take into account any prior compliance on the performance of this

15. **No Waiver**

No failure or delay by either Party shall be deemed to be a waiver of any provision of this Agreement or a breach of the same or any

of its rights under this Agreement or a waiver by either Party of a breach of the same or any subsequent breach to be a waiver of any subsequent

16. **Further Assurance**

Each Party shall execute and do all such acts and deeds as may be necessary to carry out the provisions of this Agreement.

deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

17. **Costs**

Subject to any provisions to the contrary, each Party shall bear its own costs of and incidental to the negotiation, preparation and execution of this Agreement.

Party to this Agreement shall pay its costs of and incidental to the negotiation, preparation, execution and carrying out of this Agreement.

18. **Assignment and Sub-Contracting**

18.1 [Subject to sub-Clause 18.2, neither Party may assign (whether by way of charge) or sub-license (whether by way of charge) any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

Assignment of the obligations hereunder is personal to the Parties. Neither Party may assign (whether by way of charge) or sub-license (whether by way of charge) any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

18.2 [Each Party shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractor. Any act or omission of any other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.]

of the obligations undertaken by it through suitably qualified and skilled person or other member or sub-contractor shall, for the purposes of this Agreement, be deemed to be an act or omission of the Party in question.]

19. **Relationship of the Parties**

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in this Agreement.

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship between the Parties other than the contractual relationship created by this Agreement.

20. **Notices**

20.1 All notices under this Agreement shall be in writing and shall be signed by, or on behalf of, the Party giving the notice.

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

20.2 Notices shall be deemed to have been given:

given:

20.2.1 when delivered to the registered office of the Party to whom the notice is given;

by registered mail or other messenger (including by electronic means) at any time of the day or night, on any business hours of the recipient; or

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20.2.2 when sent, by post, by e-mail or by facsimile transmission;

by e-mail or e-mail and a successful transmission is generated; or

20.2.3 on the fifth business day after the date of the mailing, if mailed by national ordinary mail;

by national ordinary mail;

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

by airmail, if mailed by airmail,

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

to the most recent address, e-mail address, or facsimile address of the other Party.

21. Entire Agreement

21.1 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 both Parties.

entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

21.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation, warranty, or other provision (made or not made) provided in this Agreement.

to this Agreement, it does not rely on any representation, warranty, or other provision (made or not made) provided in this Agreement.

22. Severance

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

23. Alternative Dispute Resolution

23.1 Any dispute or claim arising out of or in connection with this Agreement or its subject matter shall be referred to a single arbitrator to be agreed upon by the Parties. If the Parties cannot agree upon the arbitrator, then the President of the International Chamber of Commerce shall be appointed by the arbitrator to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration Act 1996 (England and Wales).

between the Parties relating to this Agreement shall be referred to a single arbitrator to be agreed upon by the Parties. If the Parties cannot agree upon the arbitrator, then the President of the International Chamber of Commerce shall be appointed by the arbitrator to have all of the powers conferred upon arbitrators by the Arbitration Act 1996 and the Arbitration Act 1996 (England and Wales).

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

of the Arbitrator shall [not] be final and binding on both Parties.

24. Law and Jurisdiction

24.1 This Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

all matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

24.2 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 and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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

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SIGNED for and on behalf of the C
<<Name and title of person signing

Authorised Signature

Date: _____

SIGNED for and on behalf of the C
<<Name and title of person signing

Authorised Signature

Date: _____

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Social Media Marketing Services

<<Insert full details of the Social Media Marketing services to be provided by the Company>>

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Required Information

<<Insert full details of the Required Information provided by the Client to the Company>>

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Required Materials

<<Insert full details of the Required Materials provided by the Client to the Company>>

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