

DATE: 18 February 2021

PARTIES:

[Insert Name of Party 1] (registered number [Insert Registered Number of Party 1]) having its office at [Insert Party 1's Physical Address] ("we" or "us").

[Insert Name of Party 2] (registered number [Insert Registered Number of Party 2]) whose registered office is at [Insert Party 2's Physical Address] ("you" or "your")

This section outlines the parties, their personal details and their relationship with one another.

BACKGROUND:

(A) We provide SEO services.

(B) You wish to obtain and we wish to provide such services on the terms set out in this Scope of Work ("Scope of Work").

SECTION 1 – TERMS AND CONDITIONS

This Scope of Work is subject to the terms and conditions contained in Appendix 1 ("Terms and Conditions") of this Scope of Work.

All defined terms in this Scope of Work have the same meaning as in the Agreement unless this Scope of Work expressly states otherwise.

SECTION 2 – TERM

This Scope of Work shall commence on the [Insert Exact Starting Date] and shall be completed on [Insert Exact Completion Date], unless terminated earlier by either party in accordance with its terms or the Agreement (the "Term"). You may terminate this Scope of Work at any time during the Term upon at least 30 days' notice to us.

This section outlines the contract duration.

SECTION 3 – THE SERVICES

We will provide the following Services and Deliverables for [Insert Website Address]

(1) DELIVERABLES –

Clearly outline the minimum deliverables or services being promised by the SEO agency as part of your contract. These terms should be precisely defined and include the frequency of the deliverables, the timing of the deliverables and a specific, measurable key performance indicator(s) that have been set.

Top Tip: It is useful to separate each specific deliverable into bullet points and define the regularity of these separately for greater clarity

This deliverables section is very personal and specific to your particular agreement with the other party, but is required to clearly outline the deliverables expected in exchange for payment. There should be clear deadlines outlined for each.

SECTION 4 – THE FEES / PAYMENT TERMS

You will pay us a [Insert Regularity Of Payment (e.g Monthly, Weekly, Annual)] fee of [Insert Fee] (excluding VAT) for the Services set out in this Scope of Work. The fees levied this SOW shall be the entire remuneration payable by you to us under this SOW. We shall render invoices to you on the following dates in respect of the fees:

Invoice 1 – [Insert Invoice Date]
Invoice 2 – [Insert Invoice Date]
Invoice 3 – [Insert Invoice Date]
Invoice 4 – [Insert Invoice Date]
Invoice 5 – [Insert Invoice Date]
Invoice 6 – [Insert Invoice Date]

The number of invoices required will depend on the specific terms laid out in your contract

Please Make Payments To:

A/c name: [Insert Account Name]
A/c No: [Insert Account Number]
Sort Code: [Insert Account Sort Code]
SWIFT: [Insert Account SWIFT]

This payment terms section clearly outlines the amount that needs to be paid, how frequently payments need to be made and through which process and to which account details.

SECTION 5 - YOUR TEAM

Project Management Roles

Please let us know of any holidays from your team that might have an impact on the schedule. There would be no impact on the schedule due to holidays.

Provision Of Access

Please provide access to your online properties, including for analysis and tracking purposes. Please also provide access to the backend of your website for the purposes of analysis and optimisation.

This section clearly outlines the expectations of the client in working to enable the SEO service provider to conduct their services.

APPENDIX 1 TERMS AND CONDITIONS

The following definitions and interpretations shall apply to this Agreement:

Definitions

- (1) **“Client”** means [Insert Client Business Name] a company incorporated in England and Wales under company number [Insert Company Number] whose registered office is at [Insert Client’s Physical Address]
- (2) **“Client Materials”** means all Intellectual Property Rights, documents, information, items and materials in any form, whether owned by the Client;

Having a ‘definitions’ section of a contract clarifies and explains the use of words used frequently throughout the contract.

- (3) **“Confidential Information”** means all information which is by its nature confidential or which is marked as such, which is received by a party (the “Receiving Party”) from or on behalf of another party in connection with this Agreement, other than: (i) information which was rightfully in the possession of the Receiving Party prior to disclosure by the disclosing Party; or (ii) information which is in the public domain otherwise than as a result of a breach of this Agreement by the Receiving Party;
- (4) **“Data Protection Law”** means the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the EU General Data Protection Regulation (Regulation (EU) 2016/679) and all other applicable laws relating to the protection of personal data;
- (5) **“Intellectual Property Rights”** patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world; and
- (6) **“Supplier”** means [Insert Name of SEO Service Provider] a company incorporated in England and Wales under the company number [Insert Company Number] whose registered office at [Insert Physical Address]

Interpretation

- (A) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (B) Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (C) A reference to “writing” or “written” includes email.
- (D) If there is a conflict between the Agreement and the Scope of Work, the Agreement shall prevail.

This section explains how certain words should be given effect to throughout the contract.

1. INTRODUCTION

1.1 These terms and conditions will form a binding contract between the Client named on a scope of work document or other agreed work proposal document ("Scope of Work") from Supplier to Client, and shall govern and apply to the Scope of Work for the delivery of the Services and Deliverables set out therein. Together the Scope of Work and these terms and conditions forms the "Agreement".

This section clearly outlines the intention to create legal intentions, which is an essential part of any contract.

1.2 These terms and conditions shall also apply to any trading agreement or other contract or arrangement between Client and Supplier for the provision of [Insert Name of SEO Service Provider] services to Client.

1.3 These terms and conditions apply to the exclusion of all other terms or conditions Client may propose or put forward to and shall not be varied unless agreed in writing and signed by both parties.

2. SERVICES

2.1 In consideration of the payment by Client to Supplier of the Fees as set out in the Scope of Work, Supplier agrees to provide to Client the deliverables ("Deliverables") and services ("Services") described in the Scope of Work, with all reasonable care and skill and in accordance with best industry practice, and subject to these terms.

2.2 Supplier will use all reasonable endeavours to meet any timetables set out in the Scope of Work.

2.3 Supplier warrants that any Deliverables shall substantially comply with the concept and design agreed in the Scope of Work.

2.4 Supplier warrants that the Services shall be provided in accordance with best industry practice.

2.5 Each party warrants it has full power and authority to enter into the Agreement.

2.6 Supplier represents and warrants that it has in place all necessary licences, consents and authorisations to provide the Service and Deliverable in accordance with this Agreement.

This section provides additional details about the scope of work and delivery of services.

3. PLANNING SERVICES

3.1 Where Supplier provides any planning services as part of the Services then the planning services shall be provided in accordance with best industry practice and based on the information provided by Client, and shall not be subject to any key performance indicators unless set out otherwise in a Scope of Work.

This section clarifies that only industry accepted and approved methods will be used. These clauses are important and will ensure that unethical practices are prevented, such as black hat SEO.

4. DISTRIBUTION SERVICES

4.1 Where Supplier provides any distribution services as part of the Services, then the distribution services are provided by Supplier in accordance with best industry practice and based on the information provided by Client, and shall not be subject to any key performance indicators unless set out otherwise in a Scope of Work.

4.2 Client shall ensure that Client Materials and advertising statements provided by the Client to Supplier to use as part of the Services shall comply with all applicable legislation including but not limited to Advertising Regulations.

4.2.1 If agreed within the Scope of Work, where any third party costs are to be incurred by Supplier on behalf of Client, then Client shall pay such costs in advance of being incurred and in accordance with clause 6.

5. ADDITIONAL CLIENT OBLIGATIONS AND WARRANTIES

5.1 Throughout the course of the Services, the Client shall:

5.1.1 cooperate with and act in good faith towards Supplier and shall provide the Client Material listed in the Scope of Work, feedback and instructions as Supplier reasonably requires to provide the Deliverables or to enable it to carry out its obligations hereunder;

5.1.2 use its reasonable commercial endeavours to procure that its contractors or suppliers cooperate with Supplier to the extent applicable to the Services;

5.1.3 not unreasonably withhold, delay or condition any approval or acceptance required by Supplier as part of the Services;

5.1.4 promptly inform Supplier if it becomes aware of any potential breach of Advertising Regulations.

5.2 The Client warrants and undertakes that:

5.2.1 Client Material is owned by or validly licensed to the Client;

5.2.2 Client Material does not infringe the Intellectual Property Rights of any third party;

5.2.3 it shall comply with Advertising Regulations; and

5.2.4 the use of Client Material by Supplier in accordance with this Agreement and the Scope of Work shall comply with applicable law, regulation and codes of practice, including Advertising Regulation.

This section expands on the broader client obligations and responsibilities under the contract.

6. PAYMENT

6.1 Client shall pay Supplier the fees, costs and expenses set out in the Scope of Work ("Fees") without deduction or set-off (with VAT) within 30 days of its receipt of a valid and undisputed invoice unless otherwise stated in the Scope of Work.

6.2 In the event that Client requires any change or alteration to the Services or Deliverables ("Change"), Supplier and Client shall, prior to such change being effective or implemented, agree:

6.2.1 the nature of the Change;

6.2.2 the procedures for implementation of such Change; and

6.2.3 the variation to the Fees and any agreed timetable.

6.3 Until any Change is formally agreed between Client and [Insert SEO Service Provider Name], Supplier will continue to perform and be paid for Services as if the Change had not been proposed, unless otherwise requested by Client.

6.4 All and any Changes to the Deliverables or Services shall be agreed in writing with appropriate amendments to the Scope of Work and Fees.

6.5 If the Client fails to pay Supplier the Fees when they become due, Supplier may charge interest on such sum from the due date for payment at the annual rate of two percentage points above the base lending rate of [Insert Relevant Bank] plc from time to time, accruing on a daily basis.

In conjunction with the payment terms and dates laid out previously, this section details the additional payment conditions, such as late payment fees ect.

7. INTELLECTUAL PROPERTY RIGHTS / CONFIDENTIALITY

7.1 In relation to Supplier Materials:

7.1.1 Supplier and its licensors shall retain ownership of all Intellectual Property Rights in the Supplier Materials;

7.1.2 Supplier hereby grants to the Client a fully paid up, world-wide, non-exclusive, royalty free licence to copy, use, and modify the Supplier Materials for the purpose of receiving and using the Services and Deliverables.

7.2 In relation to Client Materials and Foreground Materials:

7.2.1 Client and its licensors shall retain ownership of all Intellectual Property Rights in the Client Materials and Foreground Materials;

7.2.2 Client hereby grants to the Supplier a fully paid up, world-wide, non-exclusive, royalty free licence during the term of this Agreement to copy, use, and modify the Client Materials and Foreground Materials for the purpose of providing the Services and Deliverables to the Client.

This section discusses what intellectual property belongs to whom, and how it is transferred and used by each party to the contract.

7.3 Supplier shall be entitled to use third party (including open source) materials in the Deliverables and which shall be licensed to Client to use in the Deliverables in accordance with the licence terms notified by Supplier and accepted in writing by the Client.

7.4 Supplier warrants that the Services and Deliverables (excluding such parts that are the Client Materials) do not infringe the Intellectual Property Rights of any third party.

7.5 Supplier will, at its own expense, defend, indemnify and hold Client and its directors, officers, employees, contractors, agents, successors and assigns ("Client Indemnitees") harmless against any suit, claim, or proceeding brought against Client Indemnitees by a third party, and resulting damages, settlements, costs and expenses (including, but not limited to, reasonable attorney's fees), alleging that (i) the Services or Deliverables; or (ii) the use by the Customer of Supplier Materials in accordance with this Agreement infringe any Intellectual Property Rights of such third party.

8. CONFIDENTIALITY

8.1 Each party shall only disclose such Confidential Information to the other party as is necessary for the exercise of that party's rights, or the performance of its obligations, under this Agreement.

8.2 Subject to clause 8.3(b), each Receiving Party shall:

- a) treat in confidence all Confidential Information;
- b) not disclose in whole or in part Confidential Information to any person not a party to this Agreement;
- c) not use Confidential Information for a purpose other than for the exercise of its rights, or the performance of its obligations, under this Agreement; and
- d) apply at least the same standards and measures for the purpose of ensuring the confidentiality of Confidential Information as it applies to its own confidential information (which shall be at least reasonable standards and measures).

8.3 Notwithstanding clause 8.2, a Receiving Party may disclose Confidential Information:

- a) to its employees, officers, representatives or advisers to the extent required for the proper performance of this Agreement (conditional upon those recipients being informed of the confidential nature of the Confidential Information and the Receiving Party procuring that those recipients comply with the provisions of clause 9.2 as if they were parties to this Agreement); and
- b) to the extent that the Confidential Information is required to be disclosed by law, provided that the other Party (if it is lawful to do so) is notified in advance that the disclosure is to be made (such advance notice to be given as soon as reasonably practicable).

Confidentiality and non-disclosure clauses are designed to ensure that protected information is kept private.

9. DATA PROTECTION

9.1 Each Party shall comply with Data Protection Law.

10. INSPECTION AND ACCEPTANCE

10.1 Client shall inspect any Deliverables in accordance with agreed review and acceptance processes set out in a Scope of Work, and shall notify Supplier within a reasonable time if it wishes to reject any part or parts because they are materially defective whereupon Supplier shall, if such defect is proved, remedy the same without charge to the Client.

This section outlines the process of review and inspection involved as a product of the service.

11. LIABILITY AND WARRANTY

11.1 Nothing in this Agreement shall exclude or limit the liability of either party for:

- a) death or personal injury caused by negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of clause 10;
- d) any liability which cannot be excluded or limited by law; or
- e) any indemnification obligations under this Agreement.

Exclusion clauses are designed to outline the circumstances in which liability will arise, or will not arise.

11.2 Subject to clause 11.1, each party shall only be liable to the other party for direct losses arising out of or in connection with this Agreement.

11.3 Subject to clause 11.1, the total liability of each party arising out of or in connection with this Agreement (whether in contract, tort or otherwise) in each 12-month period shall not exceed the higher the amount equal to 150% of the Fees paid and payable by the Client to Supplier under this Agreement within that 12-month period.

Many parties will add liability limitation clauses into contract to control the amount payable in the event of contract or tort liability.

12. TERMINATION

12.1 Each party shall be entitled to terminate this Agreement upon the other party's material breach (including without limitation non-payment of any sum due) unless the party in breach remedies such breach within 30 days of written notice from the non-breaching party setting out the breach and the request for it to be remedied.

12.2 Neither party shall breach the Agreement by reason of any delay or failure in performance resulting from something beyond its reasonable control. If the failure or delay has persisted for 30 days or longer, the other party may terminate the Agreement by giving notice to the other party.

This section outlines the events in which a contract can be terminated, and which processes to follow in this event.

12.3 Either party may terminate this Agreement and any Scope of Work if the other party ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.

12.4 Any termination is without prejudice to either party's accrued rights or remedies.

12.5 If the Client terminates this Agreement or any Scope of Work in accordance with Clause 14.1, 14.2, and 14.3, Supplier shall refund the Client any Fees paid for Services not properly performed by [Insert SEO Service Provider's name].

13. BRIBERY AND CORRUPTION

13.1 During the term of this Agreement, Supplier shall:

13.1.1 comply, and ensure its personnel comply, with applicable laws relating to bribery, corruption and related matters (including the Bribery Act 2010) ("ABC Laws") and, in this clause 13, the words "bribery" and "corruption" include any behaviour which would breach ABC Laws if committed in the United Kingdom; and

13.1.2 immediately notify the Client if it becomes aware of any:
(a) actual or suspected breach of this clause 13; or
(b) other actual or suspected breach of ABC Laws by any third party which is relevant to this Agreement.

13.2 Supplier shall provide to the Client any information reasonably requested by the Client relating to [Insert SEO Service Provider's Name] business either generally or in response to a concern about [Insert SEO Service Provider's Name]'s compliance with this clause 13. Supplier shall cooperate reasonably with any investigation by the Client into the compliance with this clause 13.

13.3 Supplier shall:

13.3.1 not, without the Client's prior written consent, appoint or otherwise use any third party to participate in any transaction relating to the Client unless it reasonably believes that such third party will comply substantively with the obligations in this clause 13; and

13.3.2 accurately record all transactions relating to this Agreement in its financial books, records and statements and provide those financial books, records and statements to the Client on reasonable request.

14. MODERN SLAVERY

In performing its obligations under this Agreement, Supplier shall:

(a) comply with applicable laws relating to slavery and human trafficking (including the Modern Slavery Act 2015);

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if carried out in the UK; and

(c) include in its contracts with its subcontractors and suppliers provisions which are at least as onerous as those in this clause 3.

15. GENERAL

15.1 Any notice given under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office. Any notice will be deemed received: (i) if delivered by hand, on signature of a delivery receipt; or (ii) if sent by pre-paid first-class post or other next working day delivery service on the second business day after posting.

This section clearly explains how any notice should be delivered in order to be sufficient, which prevents confusion and ambiguity.

15.2 Nothing in this Agreement shall be deemed to constitute a partnership or Supplier relationship between the parties and neither of the parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

15.3 If at any time any part of this Agreement is or becomes unenforceable, such part will be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

15.4 No forbearance, delay or indulgence by either party in enforcing the provisions of these terms and conditions shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of these terms and conditions.

15.5 Neither party shall assign the benefit of any Agreement or these terms and conditions without the prior written consent of the other party.

15.6 No person who is not a party to these terms and conditions shall be entitled to enforce any of the terms pursuant to the Contracts (Rights of Third Parties) Act 1999.

This section explains the third party rights within the contract, which is important as many businesses work with other businesses, or outsource work.

15.7 The Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes anything previously passing between them relevant to that subject matter.

15.8 Each party acknowledges that, in entering into the Agreement, it does not rely on anything that is not set out in the Agreement.

15.9 The construction, validity and performance of this Agreement and all non-contractual obligations arising out of or in connection with the Agreement shall be governed by the laws of England and the courts of England shall have exclusive jurisdiction.

This section outlines what jurisdiction and legal venue that any problems will fall under.