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## **SEO PROJECT TERMS & CONDITIONS**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert the name and address of the organisation providing the services],*  
("the Agency")

AND

*[Insert the name and address of the organisation or individual commissioning the Agency],* ("the Client")

### **1. Interpretations**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Outline of Agreement**

**2.1** This Agreement details the terms and conditions agreed between the Parties for the services provided by the Agency to the Client hereinafter known as the "Project".

### **3. Detailed Project Specification**

**3.1** The Parties have agreed a detailed Project specification as defined in Schedule One of this Agreement.

**3.2** Any amendments proposed to this Project specification must be made in

writing and delivered to the other party. Either party is entitled to request a meeting to discuss such amendments.

**3.3** If such proposed amendments incur additional expense the Agency is entitled to seek further payment to cover such expense.

#### **4. Fees**

**4.1** The Client will pay the agreed fees to the Agency as defined in Schedule Two of this Agreement.

**4.2** The Agency will invoice the Client and the Client will pay the invoice(s), including Value Added Tax, (VAT) at the prevailing rate according to the terms of payment detailed on the invoice(s).

**4.3** The Agency will require payment on the completion of stated milestones where the Project involves considerable time to undertake. Such milestones and the amount of payment for the completion of each milestone to be included within Schedule Two of this Agreement, or if not specified in Schedule Two to be agreed in writing by the parties prior to the commencement of the Project. Otherwise payment to be made 50% on signing of this Agreement and remaining 50% on completion of the Project by the Agency.

**4.4** Where the Agency provides on-going SEO services to the Client such services will be invoiced monthly to the Client, payment to be made by the Client according to the terms stated on each invoice.

**4.5** Where the Client is late making payment the Agency reserves the right under the Late Payment of Commercial Debts Regulations 2013 to charge interest at the Bank of England base rate at the time the debt became due plus 8%. The Agency also reserves the right under the regulations to add a fixed charge penalty as detailed by the regulations to cover costs. These costs exclude any further legal or enforcement costs incurred by the Agency in obtaining payment.

#### **5. Expenses**

**5.1** The Client will pay the expenses incurred by the Agency during the Project, including travel to the offices of the Client where required, the purchase of computer consumables required for the Project and such other reasonable expenses directly related to the Project.

**5.2** The Agency will inform the Client in writing in advance if significant expenses not covered by clause 5.1 have to be incurred during the Project.

## **6. Project Release**

**6.1** On delivery of the completed Project the Client will complete, sign, date and return to the Agency the Agency's standard Project Release Form.

**6.2** The Project Release Form will release the Agency from undertaking further work related to the Project. The Agency may however undertake additional paid work as requested by the Client either directly or indirectly related to the completed Project. Such work to be undertaken under the standard terms of business of the Agency.

## **7. Website Access, Data & Third-Party Data**

**7.1** Where required and requested by the Agency for the effective completion of the Project the Client will provide access details (technical information, username & passwords) required to access the Client's website. Including access via File Transfer Protocol (FTP) and where necessary Secure Shell (SSH).

**7.2** The Client will provide the Agency with the necessary levels of access and permissions to both the website and the Client's server or server space required to perform the tasks outlined under this Agreement.

**7.3** Where applicable and where available the Agency may request access details to third-party services used by the Client, where such services can provide further information in the completion of the Project. For example access to Google Analytics and/or Google Webmaster tools.

**7.4** The Agency will not be responsible for any delays, missed milestones (where specified in the Project) or additional expenses incurred due to the late delivery or non-delivery of requested website access and data by the Client where required by the Agency for the Project.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

## **8. Notice**

## **9. Confidentiality**

## **10. Credits and Publicity**

## **11. Intellectual Property Rights**

**12. Warranties**

**13. Indemnities and Limitation of Liability**

**14. Termination**

**15. Assignment**

**16. Force Majeure**

**17. Joint Venture or Partnership**

**18. Non-Solicitation**

**19. General**

**20. Jurisdiction**

**20.1** This Agreement shall be interpreted construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

*[Insert Agency's Name]*

*[Insert name of person signing on Agency's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

*[Insert Client's Name]*

*[Insert name of person signing on Client's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

**Schedule One – Project Specification**

**Website report**

**Competitor research and analysis**

**Keyword research and analysis**

**Website structure, linking & content**

**External link analysis**

**Website issues**

**Schedule Two – Payments**

*[Insert a detailed project specification, including agreed project milestones]*

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