

# **Search Engine Optimisation Agreement**

---

Between                      and

Date:

## Contents

1	SEO obligations	1
2	The Client obligations	1
3	Relationship of the parties	1
4	Commencement date, term and termination	<b>Error! Bookmark not defined.</b>
5	Confidentiality	<b>Error! Bookmark not defined.</b>
6	Publicity and media communications	<b>Error! Bookmark not defined.</b>
7	Payment and fees	<b>Error! Bookmark not defined.</b>
8	Warranties	<b>Error! Bookmark not defined.</b>
9	Indemnity	<b>Error! Bookmark not defined.</b>
10	Limitation on liability; Disclaimer	<b>Error! Bookmark not defined.</b>
11	General	<b>Error! Bookmark not defined.</b>
	11.1 Conflict of interest	<b>Error! Bookmark not defined.</b>
	11.2 Dispute resolution	<b>Error! Bookmark not defined.</b>
	11.3 Variation	<b>Error! Bookmark not defined.</b>
	11.4 Severability	<b>Error! Bookmark not defined.</b>
	11.5 Survival	<b>Error! Bookmark not defined.</b>
	11.6 Entire agreement	<b>Error! Bookmark not defined.</b>
	11.7 Legal advice	<b>Error! Bookmark not defined.</b>
	11.8 Governing law	<b>Error! Bookmark not defined.</b>
	11.9 SEO employees	<b>Error! Bookmark not defined.</b>
12	Property	<b>Error! Bookmark not defined.</b>
13	Force majeure	<b>Error! Bookmark not defined.</b>
	Schedule 1	<b>Error! Bookmark not defined.</b>

By this **agreement** dated

between:

of the Search Engine Optimiser (**SEO**)

and

of (**Client**).

## Background

- A. The Client requires the SEO to perform the Services detailed in **item Error! Reference source not found.** of the schedule to this Agreement (**Services**).
- B. The parties have agreed that the Services will be provided on the terms and conditions contained in this Agreement.

## Terms

### 1 SEO obligations

SEO will, while engaged by the client:

- (a) Perform services as outlined in **item Error! Reference source not found.** of the schedule to reasonable expectations of SEO's abilities and knowledge.
- (b) Perform the Services at times reasonable to SEO, during office hours (Monday to Friday, 9:00am–5:00pm) unless otherwise expressly agreed.
- (c) Perform services within the pre-determined number of contract hours, with additional hours requested by the client in writing. Costs for additional hours are outlined in **item Error! Reference source not found.** of Services.

### 2 The Client obligations

The Client will:

- (a) Provide SEO access to Google Adwords account at all times ie not change logins for the duration of this agreement, or communicate in a timely manner if for any reason this becomes necessary.
- (b) Provide SEO with the information and access to files, systems and data necessary to perform SEO duties; and
- (c) Provide SEO with any other resources necessary to perform SEO duties.
- (d) Communicate website or service downtimes to SEO in a timely manner.

### 3 Relationship of the parties

The relationship of the parties is an engagement of the services described herein, and