

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	2
5	Confidentiality	2
6	Publicity and media communications	2
7	Payment and fees	2
8	Warranties	2
9	Indemnity	2
10	Limitation on liability; Disclaimer	3
11	General	3
	11.1 Conflict of interest	3
	11.2 Dispute resolution	4
	11.3 Variation	4
	11.4 Severability	4
	11.5 Survival	4
	11.6 Entire agreement	4
	11.7 Legal advice	4
	11.8 Governing law	4
	11.9 SEO employees	4
12	Property	4
13	Force majeure	4
	Schedule 1	6

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 5** 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 5** 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 3** 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 nothing in this agreement shall constitute or be deemed to constitute an employment relationship, joint venture, partnership, relationship of agency or any other relationship other than that defined within this agreement.