

Search Engine Optimisation Agreement

SEO (Search Engine Optimisation) Agreement

Summary

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

So, in short;

"You", the named signatory to this agreement, are hiring "us", O'Brien Media Limited, who's registered office is at The Innovation Centre, PO Box 4096, Swindon, Wiltshire, SN5 1DE (Registered in England and Wales number: 07874512) to provide SEO (Search Engine Optimisation) or other consultancy services for the estimated total price as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that.

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Us: We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us, in accordance with our privacy policy at obrienmedia.co.uk/privacy.

GETTING DOWN TO THE NITTY GRITTY

We agree to provide you with Search Engine Optimisation and Reporting Services (hereinafter referred to as “SEO”) as described in this agreement.

You authorise us to use the specific keywords and/or phrases as agreed with the Client for the development, improving the ranking of, and/or positioning the contents of the Client’s agreed in the search engines and/or directories that are most frequently used by the general public which are defined below.

SEO services include, but are not limited to...

- Research keywords and phrases to select appropriate, relevant search terms.
- Editing and/or optimisation of text for various html tags, META data, page titles, and page text as necessary.
- Analysis and recommendations on optimal website structure, navigation, code, etc. for best SEO purposes.
- Recommend, as required, additional web pages or content for the purpose of “catching” keyword/phrase searches.
- Hand-submit your pages to the major search engines and directories.
- Create traffic and ranking reports for your website and any associated pages showing rankings in the major search engines.

This agreement does not include

- Paid for advertising, such as pay-per-click (PPC) campaigns on Google, advertising campaigns on Facebook, Twitter, Instagram or other platforms that provide paid advertising.
- Copywriting, original content creation, blog posts, etc.
- Paid-for listing fees, or expedited listing fees, for directories.
- Services not specifically agreed in writing – via email – between you and us.

What we need from you

For the purposes of receiving professional SEO services, you agree to provide the following:

Administrative/backend access to the website for analysis of content and structure.

Permission to make changes for the purpose of optimisation, and to communicate directly with any third parties, e.g., your web designer, if necessary.

Unlimited access to existing website traffic statistics for analysis and tracking purposes.

You authorise us to use your logo, trademarks, web site images, etc., for use in creating informational pages and any other uses as deemed necessary for search engine positioning and optimisation.

If your website is lacking in textual content, you will provide additional text content in electronic format for the purpose of creating additional or richer web pages. We can create site content at additional cost. If the you are interested in purchasing content from us we can provide you with an estimate.

It's important to note that

All fees are non-refundable and all fees, services, documents, recommendations, and reports are confidential.

We have no control over the policies of search engines with respect to the type of sites and/or content that they accept now or in the future. Your website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, we cannot guarantee #1 position or consistent top 10 positions for any specific keyword, phrase, or search term.

Google has been known to hinder the rankings of new websites (or pages) until they have proven their viability to exist for more than 6 months. This is referred to as the "Google Sandbox". We assume no liability for ranking/traffic/indexing issues related to Google Sandbox penalties.

Occasionally, search engines will drop listings for no apparent or predictable reason. Often, the listing will reappear without any additional SEO. Should a listing be dropped during the SEO campaign and does not reappear within 30 days of campaign completion, We will re-optimize the website/page based on the current policies of the search engine in question.

Some search directories offer expedited listing services for a fee. If you wish to engage in expedited listing services (e.g., paid directories), you are responsible for all paid for inclusion or expedited service fees.

Linking to "bad neighborhoods" or getting links from "link farms" can seriously damage all SEO efforts. We do not assume liability for your choice to link to or obtain a link from any specific website without prior consultation.

We are not responsible for changes made to the web site by other parties (such as your staff or a 3rd party web designer) that adversely affect the search engine rankings of your web site.

Meetings

We tend to find that in most cases meetings aren't required for smaller projects, however if you require any meetings we will be happy to accommodate you at one of our office locations. Meetings will be charged at our standard hourly rate unless otherwise agreed in writing. If you require an off-site meeting at your location, or a location of your choice, travel time and expenses will also be payable and we can provide a separate estimate for that.

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work will be error-free and so we can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Intellectual property rights

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

We're sure you understand how important it is, as a small business, that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

Where we are providing consultancy or SEO services, we require payment in advance on a quarterly basis for campaigns of 42 hours or less per month or monthly for campaigns over 42 hours per month. Any additional billable items or agreed expenses will be due within 7 days of the invoice date unless otherwise indicated on the invoice we issue to you.

We will require payment by Direct Debit for any website hosting and domain name registrations that are provided on a yearly, quarterly, or monthly renewal basis.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our written permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English and Welsh courts.

The dotted line

**Signed on behalf of
the Customer**

**Signed on behalf of
O'Brien Media Limited**

Note: This contract can only be signed by an individual, either on their own behalf or on behalf of a business. By signing above, you are digitally signing this contract. Digitally signing this contract is just as binding as a manual signature in accordance with the Electronic Communications Act 2000 and The Electronic Signatures Directive (99/93/EC).