

SEO Consultancy Agreement

1. Agreement Date and Parties

The date of this Agreement is <date> of <month>, <year> (the "Signing Date")

This is an agreement between:

<company name> with its registered office at <full registered address> ("Client" in this Agreement); and

Blue Array Ltd of Caxton House, Victoria Road, Mortimer Common, Berkshire, RG7 3SL ("Consultant" in this Agreement).

2. The Term

2.1 The Client engages the Consultant to provide the services described in the Schedule in accordance with this Agreement ("Services" in this Agreement).

2.2 This Agreement will continue for the Term. The Term starts on the Signing Date (at the beginning of this Agreement) and will continue until it ends as set out in the Schedule unless ended earlier under clause 9.

3. Consultant's Responsibilities

3.1 During the Agreement the Consultant will:

3.1.1 provide the Services carefully and skilfully as best he/she can and in a first class professional way, and try his/her best to promote the Client's interests;

3.1.2 provide the Services for at least the number of days set out in the Schedule, together with any additional time which may be necessary, unless prevented by illness or injury, or as notified by the Consultant to the Client; ;

3.1.3 reply as soon as possible to any reasonable request from the Client's board of directors for information and reports in connection with the Services;

- 3.1.4 tell the Client as soon as they reasonably can if he/she is unable to provide the Services or complete any part the Services for any reason;
- 3.1.5 try to ensure that he/she is available at all reasonable times (as long as the Consultant is given reasonable notice in advance) to provide any assistance or information the Client in relation to the Services;
- 3.1.6 not incur any expense on the Client's behalf, or give the impression he/she is allowed to do so, unless the Client specifically tells him/her to do so in writing;
- 3.1.7 comply with all reasonable standards of safety and with the Client's written health and safety procedures, at the place where the Services are provided, and report any unsafe working conditions or practices to the Client;
- 3.1.8 try as hard as he/she reasonably can to offer the Client (or arrange for the Client to be offered) any opportunities that might benefit the Client's business as soon as he/she practically can, after becoming aware of them. The Consultant agrees to do so before offering such opportunities to anybody else, though nothing in this clause will require the Consultant to disclose any opportunities to the Client which would result in a breach by the Consultant of any obligation of confidentiality or trust that he/she owes to somebody else;
- 3.1.9 comply with all applicable laws about anti-bribery and anti-corruption including the piece of legislation known as the Bribery Act 2010, and also with any of the Client's ethics policies which he/she is made aware of; and
- 3.1.10 make sure that all his/her work is original and does not infringe anybody else's rights and nothing he/she does will be unlawful or infringe anybody else's rights of data or privacy, or be obscene, or damage anybody's reputation in a way that the law judges to be defamatory.

4.Fees

4.1 The Client will:

- 4.1.1 pay the Consultant the fee set out in the Schedule, together with any VAT that applies, provided that the Consultant has sent an invoice in the way set out in the Schedule, together with any details of the hours or days worked on the Services during the period covered by the invoice;
- 4.1.2 pay each invoice within the period set out in the Schedule ;

4.1.3 be entitled to deduct from these fees any sums that the Consultant may owe to the Client at any time.

4.2 The Consultant is not entitled to any payment or fee for any day when he/she does not provide the Services.

4.3 Payment of fees or any expenses by the Client will not affect any of the Client's claims or rights against the Consultant if the Consultant does not provide the Services in accordance with this Agreement.

5. Expenses

5.1 The Client will repay all reasonable expenses that the Consultant has to pay in order to carry out the Services during the Term, provided that:

5.1.1 he/she provides receipts or other valid evidence of payment; and

5.1.2 the Client agrees in writing to the Consultant incurring the expenses that are greater than the sum(s) set out in the Schedule before he/she incurs them.

5.2 The Consultant must invoice the Client for the expenses claimed and, if they are due, the Client must pay them (together with any VAT due) within the period set out in the Schedule.

5.3 If the Consultant has to travel abroad in the course of the Agreement, he/she will be responsible for any necessary insurance, vaccinations and immigration requirements which apply to his/her.

6. Other Activities

6.1 The Consultant may be involved in any other business during the Term as long as he/she:

6.1.1 does not breach this Agreement;

6.1.2 is not involved in a business that places the Consultant in a conflict of interest with the Client;

6.1.3 is not involved in a business similar to, or competing with, the Client, without the Client's previous written agreement;

6.1.4 gives priority to carrying out the Services for the Client over any other business activities he/she takes on during the Term;

6.1.5 does not interfere or try to interfere in any contract, agreement or arrangement between the Client and any third party; and

6.1.6 does not discourage any third party from entering into or continuing any contractual relations or arrangement with the Client.

7. Confidential Information

7.1 The Consultant may not use or disclose to anyone, any Confidential Information about the Client's business that he/she may see or find out when providing the Services, including Confidential Information in any form relating to customers, products, technical data and trade secrets, unless:

7.1.1 the Consultant's work makes it necessary to disclose it to someone in order that they can help his/her fulfil the Services;

7.1.2 the Client approves its disclosure;

7.1.3 the law requires it to be disclosed;

7.1.4 the information is already public and known by others (but not because the Consultant told them).

7.2 The Consultant will protect the Confidential Information against unauthorised disclosure by using the same degree of care as he/she takes to look after and keep safe his/her own confidential information of a similar nature, being at least a reasonable standard in line with professional industry standards.

7.3 Confidential Information shall mean any trade secrets or other information (in whatever form and wherever kept) relating to the business or clients of the Client, which is confidential to the Client (which may be marked as "confidential", is described as "confidential" which is obviously confidential), and includes any copies of such information.

7.4 At any time during the Agreement, the Consultant will quickly return to the Client on request, all Confidential Information and anything else the Client owns, such as

paperwork and data and document created by the Consultant on the Client's computer systems, or any other work created by the Consultant during the Term.

8. Intellectual Property

8.1 The Consultant assigns to the Client, without any further payment, all rights known as "intellectual property rights" (such as copyrights, or rights in designs) which arise in relation to any work prepared by the Consultant in the course of carrying out the Services (called "Works"), and any ideas or inventions or innovations (called "Inventions") he/she comes up with in the course of carrying out the Services. This applies whatever form those Works or those Inventions take. The Consultant agrees that if he/she is prevented by law from transferring these things to the Client, he/she will hold them on the Client's behalf, on the basis that the law calls "on trust".

8.2 The Consultant agrees:

8.2.1 to inform the Client in writing of any Inventions he/she may come up with as soon as he/she has invented them, and to keep all details of such Inventions confidential;

8.2.2 not to try to register legally any intellectual property rights in Inventions or Works made during the course of carrying out the Services, and to do anything else (such as signing document) which the Client needs to confirm the Client's ownership of the Inventions or such Works, or protect the Client's rights in them;

8.2.3 that he/she has not allowed and will not allow anyone else to use the Inventions or any of the Works or any of the intellectual property rights in either of them, and that nobody else is using them as far as he/she knows;

8.2.4 that the Inventions and any Works will not infringe anybody else's rights and if this is not correct, the Consultant will pay the Client back for any money lost as a result of any successful claim against the Client;

8.2.5 that the Client may exploit, alter or change the Inventions or any of the Works without identifying the Consultant as the creator. These rights which the Consultant now waives are called "moral rights" which arise under the Copyright Designs and Patents Act 1988.

9. Ending this Agreement

9.1 The Client may end the Agreement immediately, by sending the Consultant a written notice, without having to pay anything more than amounts earned before the date that the Agreement ends, if at any time the Consultant:

9.1.1 fails to comply with the Client's reasonable and lawful directions;

9.1.2 is convicted of any criminal offence (other than a minor traffic offence);

9.1.3 is, in the Client's reasonable opinion, careless or ineffective in the performance of the Services;

9.1.4 is declared bankrupt or makes any arrangement with people he/she owes money to, to defer or delay the debt;

9.1.5 is unable to carry out the Services because of illness or an injury for days set out in the Schedule;

9.1.6 is guilty of any fraud or dishonesty, or acts in any way which the Client believes damages its reputation, or which might seriously damage the Client's business;

The reasons listed in this clause do not limit any of the Client's other legal rights to end this Agreement. If the Client does not exercise its rights to end this Agreement straight away, this does not mean that it is giving up its right to end the Agreement in future for that reason or for another reason.

9.2 Either the Client or the Consultant can end the Agreement straight away by sending the other a written notice, if either of them commits any serious or repeated breach of any of its obligations under this Agreement, and (where that the breach can be put right) whoever is committing the breach does not put it right within 14 days of receiving a written notice from the other party that requires them to put the breach right.

10. Responsibilities on Termination

10.1 On termination of this Agreement the Consultant must:

10.1.1 immediately return to the Client all of its property in his/her possession or to which he/she has access, and any materials that he/she has been working on as part of the Services (for example working papers);

10.1.2 delete straightaway all information about the Client's business that is stored electronically in the Consultant's possession or to which he/she has access;
and

10.1.3 sign a statement that he/she has done these things.

11. Status and substitution

11.1 The relationship between the Client and the Consultant will be that of "independent contractor" which means that the Consultant is not the Client's employee, worker, agent or partner, and the Consultant will not give the impression that he/she is.

11.2 As this is not an employment contract the Consultant will be fully responsible for all his/her own tax including any national insurance contributions arising from carrying out the Services. If the Client has to pay any such tax or national insurance contributions, the Consultant will pay back to the Client in full, any money that the Client has to pay, and he/she will also pay back the Client for any fine or other punishment imposed on the Client because the tax or national insurance contributions were not paid by the Consultant.

11.3 The Consultant may, with the agreement in writing of the Client and subject to the following condition, appoint a suitably qualified and skilled substitute to perform the Services on his/her behalf, provided that the substitute shall be required to enter into a direct agreement with the Client on such terms as the Client shall require. If the Client accepts the substitute, neither the Consultant nor the substitute shall be entitled to any payment or fee, and the Consultant shall be responsible for any payment agreed between the substitute and the Consultant. The Consultant will continue to be subject to all duties and obligations in this Agreement during the appointment of the substitute.

11.4 The Consultant may use someone else to carry out any administrative work that is reasonably secondary to the Consultant's provision of the Services, as long as the Consultant pays for the cost of doing so, and any such person agrees in writing with the Client to the same confidentiality obligations that apply to the Consultant.

12. Notices

12.1 Any notice sent under this Agreement must be in writing and must either be delivered by hand or by pre-paid first class post or recorded delivery at the address shown at the beginning of this Agreement (or such other address as is notified to the other party for this purpose).

12.2 Without evidence of earlier receipt, notices given in accordance with clause 13.1 are deemed received:

12.2.1 if the notice was delivered by hand, courier or other messenger, at the time of delivery (unless delivery is outside of normal business hours, in which case the notice shall be deemed to be received at 9.00am on that or the next business day); or

12.2.2 if the notice was sent by post, at 9.00am on the second business day after it was posted.

13.General

13.1 This is the whole Agreement between the Client and the Consultant and replaces any previous agreements between them.

13.2 If either the Client or the Consultant wants to change this Agreement, the change must be in writing and must be signed by both of them.

13.3 This Agreement may be signed separately by the Client and the Consultant, in which case the separate copies will together be taken as the whole Agreement.

13.4 No one other than the Client and the Consultant has any rights under this Agreement.

13.5 The Consultant may not assign this Agreement or any of his/her rights or obligations under this Agreement. The Client may assign this Agreement or any of its rights and obligations to any company owned by, or which is an affiliate or subsidiary of, the Client, or to anybody acquiring the Client business or its assets.

14.Disputes

14.1 This Agreement and any dispute or claim relating to or connected with it (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14.2 The Consultant and the Client agree that the courts of England and Wales are the only place where disputes or claims relating to or connected with this Agreement (including non-contractual disputes or claims) may be decided.

15. Signing

This Agreement is signed on the date mentioned at the beginning of this document. Each of the Client and the Consultant agrees to the terms of this Agreement by signing below:

1. Signed by <company representative>

On behalf of <company name>

2. Signed by <managing director> on behalf of Blue Array Ltd

16. Schedule

This Schedule is part of the Consultancy Agreement dated <date> ("the Agreement") between the Client and the Consultant. This Schedule refers to some terms agreed in relation to the services the Consultant will provide.

1. "The Services":

Search engine optimization (SEO) services. SEO is the process of increasing the number of converting visits to the Client's website in search engine's unpaid or 'organic' results.

The work may be carried out at the consultants registered place of business or the clients.

The consultant will report to all or any of the company Directors.

2. "Term":

From the date of this Agreement, until either the Client or the Consultant send 30 days written notice of their wish to end this Agreement.

3. "The Fees":

£<amount> per day payable within 30 days of receipt of invoice.

4. "Invoices":

To be provided at the end of each month and to be paid within thirty days of the end of that month or, if later, 30 days after the date that the invoice is received.

5. "Expenses"

£<amount> in total as a single amount, and not more than £<amount> per month as a combination of expenses.

6. "Minimum period of Services":

<number> days per month

7. "Total number of days for which you are allowed to not deliver the Services because of sickness or accident"

Not more than <number> days in total during the Term and not more than <number> days in total in any month.