



## **SEO Contract**

### **Search Engine Optimisation (SEO) Service Agreement**

#### **1 Details of the parties entering into the contract**

This agreement is hereby entered into between 247web (hereinafter referred to as "we", "us", "SEO", "our") and [Client Name] hereinafter referred to as "Client", "you", "him", "his") on the [Date] with offices at: [247web's Address] and [Physical Address of Client]

#### **2 Representations and Warranties**

247web agrees to provide [Client Name] with Search Engine Optimisation and Reporting Services (hereinafter referred to as "SEO") as described in this agreement for the period of [Duration of the whole project in months] which starts on the [Date of the start of the work].

We are authorised to use the specific keywords and/or phrases for developing and improving the ranking of the Client's site(s), [Client's website address] in the search engines (Google, Yahoo and Bing).

#### **3 Definitions**

To bring clarity into this contract, we are going to define some SEO terms/jargons which we have used in the contract. Our goal is to develop a contract in plain English which is mutually understood by all the parties entering into the contract and which minimises erroneous beliefs.

However, we make no warranty/guarantee of accuracy and completeness of the SEO terms described below. Our definitions should not be considered as be all and end all of SEO terminology.

For the purposes of this agreement:

"Deliverable"- It is a term used in project management to describe a tangible or intangible object produced as a result of the project that is intended to be delivered to a customer (either internal or external). A deliverable could be a report, a document, a server upgrade or any other building block of an overall project [source: <https://en.wikipedia.org/wiki/Deliverable>]

"SEO" –Search engine optimisation (SEO) is the process of improving the volume or quality of traffic to a website from search engines via "natural" or un-paid ("organic" or "algorithmic") search results as opposed to search engine marketing (SEM) which deals with paid inclusion. [source: [https://en.wikipedia.org/wiki/Search\\_engine\\_optimisation](https://en.wikipedia.org/wiki/Search_engine_optimisation)]

"Social Media Optimisation" – It is set of methods which are used to generate publicity through social media.

"Search Engines" – It is a computer program which is used to retrieve documents from a computer network. Three popular search engines are Google, Yahoo and Bing.

"Client's Competitor" – It is an individual or a company which is in the same exact niche as the client and is targeting same/identical keywords in same/near by geographic location(s).

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“Keyword” – Keyword or keyword phrase is a search term(s) which is used to retrieve information through search engines.

“Keyword Research” – It is a practice used by search engine optimisation professionals to find and research actual search terms people enter into the search engines when conducting a search.

“Keyword Stuffing” – It is considered to be an unethical search engine optimisation (SEO) technique. Keyword stuffing occurs when a web page is loaded with keywords in the meta tags or in content. [source: [https://en.wikipedia.org/wiki/Keyword\\_stuffing](https://en.wikipedia.org/wiki/Keyword_stuffing)]

“Keywords Cannibalisation” – Several web pages targeting same keyword(s)

“URL”- It is the address of the web page on the Internet.

“URL Canonicalisation” – It is the process of picking the best url when there are several choices, and it usually refers to home pages. [source: <https://www.mattcutts.com/blog/seo-advice-url-canonicalisation/>]

“Link Building” – It is a Search Engine Optimisation technique which is used to get backlinks (or votes) for a website.

“Link Bait” –Link bait is any content or feature within a website that somehow baits viewers to place links to it from other websites. Matt Cutts defines link bait as anything “interesting enough to catch people’s attention”. [source: [https://en.wikipedia.org/wiki/Link\\_bait](https://en.wikipedia.org/wiki/Link_bait)]

“Website Usability”- It means how easy it is for visitors to use your website.

“Website Accessibility”- It means how accessible your web pages are to your visitors and search engines.

“User Engagement”- It refers to the degree to which a visitor has been positively influenced by the website and is engaged to it.

“Conversions”- Also known as goals. They can be orders, leads, downloads, page views, sign ups, traffic etc.

“Conversion Rate”- It is the percentage of visits which result in goal conversions.

“KPI”- KPI or Key Performance Indicator is used to measure how well an organisation or individual is accomplishing its goals and objectives.

“Link popularity”- It is the measure of the quantity and quality of inbound links (backlinks) to your website.

“Confidential Information”- It includes but is not limited to, any and all fees, services, documents, recommendations, reports, e-mails, postal mail, courier or phone/skype consultation for the purpose of reporting, recommending or educating the client by 247web for carrying out search engine optimisation services.

## 4 Deliverables

247web is committed to provide the following deliverables:

### 4.1 Website Audit Report

It provides (but it not limited to):

#### 4.1.1 Review of the competitiveness of the client’s industry and the targeted keywords.

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4.1.2 Review of the current ranking potential of the client's site and backlink profile analysis.

4.1.3 Review of issues related to website usability, website credibility, websites accessibility, user engagement, legal issues and suggestions regarding how to fix them.

4.1.4 Recommendations for avoiding/fixing negative SEO issues (keyword stuffing, duplicate contents, URL canonicalisation, hidden text, hidden links, sneaky redirects, keywords cannibalisation etc)

4.1.5 Recommendations regarding content development. What type of contents and contents categories can attract additional traffic and links and can help in improving conversions (goals).

4.1.6 Suggestions regarding link building– From where and how you can acquire/request/buy links.

4.1.7 Review of the client's site traffic – how visitors find your website, where they come from and how they use it. How keywords and advertising campaigns are performing. How the site is performing in comparison to hundreds of other sites in the comparable industries.

#### 4.2 Competitive Analysis Report

It provides vital information regarding competitors like who are your competitors, which keywords they are targeting, what are they doing to attract traffic and links. From where they have got their backlinks. We also determine the current ranking potential of the Client's competitors in search engines and help in establishing KPIs.

#### 4.3 Keyword Research Report

It provides list of keywords that can bring highest volume of relevant traffic to the website along with their search volume. It also provides suggestions regarding how keywords should be used on the Client's website to attract additional traffic.

#### 4.4 Website Optimisation

We try to fix all the issues we have identified during the website audit, so that the website works for the Client's business and is able to convert relevant traffic into leads and sales.

#### 4.5 On-page Optimisation

We modify the title tags, meta tags, contents, HTML code, naming conventions and other on-page factors of the client's website to make it relevant to search engines (Google, Yahoo and Bing) for targeted keywords. We do keywords positioning/placement to attract additional traffic to the site.

#### 4.6 Link Building

We build/acquire/request/buy backlinks from a vast array of websites to improve the ranking

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potential of the Client's website in search engines and to rank for targeted keyword phrases.

#### 4.7 Link Bait/Viral Content Development

We develop and promote content (press releases, articles, blogs, link baits etc) which will help in getting additional traffic and links to the Client's website and also helps in improving the conversion rate.

#### 4.8 Social Media Optimisation

We develop methods to generate publicity through social media like blogs, forums, social networking sites (Facebook, Twitter, Instagram etc), meet-up groups, industry events etc.

#### 4.9 SEO Analysis

We continuously monitor the effectiveness of the Client's SEO campaign and send the Client traffic and rankings reports on regular basis.

### 5 Payment Terms

The Total Price of this SEO Campaign is £ \_\_\_\_\_  
Fees upon Contract Signing is £ \_\_\_\_\_  
Fees upon the receipt of Website Audit Report is £ \_\_\_\_\_  
Fees upon the receipt of Competitive Analysis and Keyword Research Reports £ \_\_\_\_\_  
Fees per month there after of £ \_\_\_\_\_ , to be paid by the \_\_\_\_\_ of the month.

The Client agrees to pay us a fee as stated in the "agreement." Fees must be received prior to the start of any services provided. All payments shall be made in GBP (Great Britain Pounds) and by BACS, unless otherwise agreed by 247web .

Any incidental cost related to the SEO Services provided to the client like long distance telephone calls, shipping, postage, courier and travel will be reimbursed to 247web by the client.

If the client decides to end the project for lack of funds, change in focus or for any other reason other than which violates any term of this agreement, then the client is required to pay for all the work 247web has done up to the time that client notifies 247web not to continue with the project at hourly rate of £250.

If the client doesn't want 247web to work for any of the client's competitors (as defined in the 'definitions' section above) for a period of \_\_\_ months, then the client has to pay additional fees of £1,500/month.

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## 6 Project Timeline

The total time for this project is \_\_\_\_ months.

We will work a minimum of \_\_\_\_ hours/week on the Client's project.

## 7 Assignment of Specific Rights

For the purposes of receiving professional SEO services, the Client agrees to provide the following:

7.1 Give 247web FTP and other back-end access to the website for uploading new web pages, and making changes on the web pages for the purpose of on-page optimisation.

7.2 Permission to communicate directly with any third parties, e.g., your web designer, web developer etc if necessary.

7.3 Full access to existing website traffic statistics for analysis and tracking purposes like access to Google Analytics, Google Webmaster Console, Omniture etc.

7.4 Permission to use a Client's official email address for the purposes of requesting links (something like seo@clientwebsite.co.uk)

7.5 The Client authorises 247web to use of all client's logos, trademarks, website images, content etc., for use in creating informational pages and any other uses as deemed necessary by 247web or search engine optimisation and social media optimisation.

7.6 If the Client's site is lacking in textual content, the Client will provide additional text content in electronic format for the purpose of creating additional or richer web pages. 247web can create website content at additional cost to the Client. If the Client requests 247web to source additional content, it will be provided at an additional cost of £120/500 words.

## 8 Non Disclosure Agreement

At any time during or subsequent to the contract period, the Client agrees to keep in the strictest confidence and trust all of the 247web confidential information to which the client has access. The client will not use or disclose the 247web confidential information without the written consent of 247web .

The Client agrees not to attack/criticise 247web and any of its employees, associates or partners publicly (on public forums, blogs, social networks etc) at any time during or subsequent to the contract period.

The Client agrees not to seek for SEO advice on seo forums, blogs, community groups or any social media in a way which brings a bad name to 247web or any of its employees, associates or partners. In case of breach of the non-disclosure agreement, the Client agrees to pay £25,000 to 247web as damages.

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## 9. Disclaimers

The Client acknowledges the following with respect to SEO services from 247web:

9.1 All fees are non-refundable.

9.2 247web has no control over the policies and ranking algorithms of search engines with respect to the type of websites and/or content that they accept now or in the future. The Client's website may be excluded from any search engine or directory at any time at the sole discretion of the search engine or directory.

9.3 Due to the competitiveness of some keywords/phrases, ongoing changes in search engine ranking algorithms, and other competitive factors, 247web does not guarantee No.1 positions or consistent top 10 positions for any particular keyword, phrase or search term.

9.4 Google has been known to hinder the rankings of new websites (or web pages) until they have proven their viability to exist for more than "x" amount of time or have enough backlink strength. 247web assumes no liability for ranking, traffic and indexing issues related to such penalties. Consequently the Client understands that ranking new websites is much more difficult than ranking old and established websites and the Client should not have unrealistic expectations about rankings, traffic and revenues.

9.5 New websites/web pages may get a temporary boost in ranking for some targeted keywords for a few days but then will settle down to its real place. This is known as 'new site boost effect' or 'Google dance' and it is quite common to happen. Consequently, the Client understands that their new website/web page has not really got top rankings within a month and soon it will go down to its actual position. 247web will then improve those rankings over time.

9.6 Occasionally search engines will drop listings for no apparent reason. Often, the listing will reappear without any additional SEO efforts.

9.7 A website search engine ranking can fluctuate at any day or time because of on-going changes in the ranking algorithm, seo efforts made by the competitors or both.

9.8 247web makes no guarantee/warranty of the project timeline or added expenses (like charging additional fees etc).

9.9 If the SEO work is destroyed either wholly or in parts, either knowingly or unknowingly by any party other than 247web or without the prior consultation of 247web. SEO work is considered to be destroyed either wholly or in parts if following changes (but are not limited to) are made to a website by any party other than 247web or without first consulting 247web:

- i. Changes in the file(s) or folder(s) name
- ii. Putting a file in a different folder or putting a folder in another folder or sub domain
- iii. Making changes in the head section of a document like changing the text in the title tag, removing certain HTML tags required for site authentication.
- iv. Deleting a link, folder, file, web document or sub domain.

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v. Modifying text on a web document like changing the formatting of the text or

repositioning the text.

vi. Removing the analytics code from the web page which is used to track website traffic.

vii. Linking out to any website without prior consultation of the 247web.

viii. Adding a file, folder, web document, widget or any functionality.

ix. Renaming URLs of existing web documents.

x. Taking down the website or part of the website.

xi. Renaming, re-locating, adding or removing any file, folder or sub domain on a web server including web documents, robots.txt, humans.txt, .htaccess file, sitemap.xml, rss.xml etc.

xii. Changes in the website's architecture.

xiii. Changes in the anchor text.

xiv. Making any changes on an optimised web page.

9.10 247web makes no guarantee/warranty of project timeline or added expenses (like charging additional fees etc) if:

i. The Client fails to resolve 247web queries in a reasonable timescale.

ii. The Client makes delays in providing required access, documents, permissions or any support for Search Engine Optimisation purposes

iii. The Client fails to make necessary changes on the website as and when advised by 247web for carrying out the Search Engine Optimisation services.

iv. There is a server outage for prolonged time on the Client's website.

9.11 247web is not responsible for the Client overwriting SEO work. The Client will be charged an additional fee for re-constructing, re-optimising content/web pages, based on the hourly rate of £250 per hour.

9.12 The Client guarantees any elements of text, graphics, photos, designs, trademarks, or other artwork provided to 247web for inclusion on the website above are owned by the Client,

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Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



or that the Client has received permission from the rightful owner(s) to use each of the elements, and will hold harmless, protect, and defend 247web and its subcontractors from any liability or suit arising from the use of such elements.

**10 When this contract comes to an end**

This contract comes to an end when everything specified in the contract has been completed. It can also end if there is a breach of contract and either party decides to cancel it.

The contract can also be ended by mutual agreement of the parties involved in contract or when it becomes impossible to carry out the obligations specified in the contract like due to man-made calamities (riots, acts of terrorism, war etc) or natural calamities (like flood, hurricane, earthquake, volcanic eruption etc)

**11. Governing Law and Jurisdiction**

Governing law means which country’s rule of interpretation and legal remedies apply in case of any dispute arising out of the contract. Jurisdiction means the place where your dispute will be heard.

This Agreement (Contract) shall be governed by the laws of UK and the parties submit to the exclusive Jurisdiction of the courts of Hastings, England in respect of any dispute or difference between the client and 247web arising out of this Agreement (Contract).

Any dispute or difference can also be resolved outside the court by appointing an independent third party (also known as arbitrator) on mutual agreement of the the Client and 247web. However in this case the arbitrator’s decision is considered to be final and cannot be disputed or appealed in the court of law.

This contract is all inclusive and no other oral or written contract exists between the two parties stated in this agreement. By signing this contract the Client agrees to fully understanding this contract, you are legally competent and authorised to enter into the contract and you sign this contract on your ‘own free will’ without any undue influence, misrepresentation of facts or by mistake.

You also represent and warrant to 247web that you have no interest or obligation which is inconsistent with or in conflict with this agreement or which would prevent, limit, or impair 247web's performance of any part of this agreement. You agree to notify 247web immediately if any such interest or obligation arises.

Client Name: \_\_\_\_\_

Client Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Client Phone: \_\_\_\_\_

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

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



Client E-Mail: \_\_\_\_\_

247web Signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

Client Signature: \_\_\_\_\_  
Date: \_\_\_ / \_\_\_ / \_\_\_