

# Search Engine Optimisation Agreement

## Terms and Conditions



## Background

- A. Onlineconsulting.com.au Pty Limited ABN 28 140 582 681 (**Online Consulting**) provides search engine optimisation (**SEO**) services to Clients.
- B. This agreement sets out the rights and obligations of Clients and Online Consulting.

## 1. Definitions

*Client* means person or organisation to which Online Consulting provides services.

*Competitor* means person or organisation which operates in the same niche as the Client, and which targets similar keywords in a similar geographical location as the Client.

*Confidential information* means information that is stated to be confidential, or information which a reasonable person would consider confidential.

*Conversions* includes leads, downloads, page views, sign-ups and traffic.

*Conversion rate* is the percentage of visits to a website which result in conversions.

*Keyword* is a search term used to retrieve information through search engines.

*Link building* is an SEO technique used to obtain inbound links to a website.

*Parties* means Client and Online Consulting.

*Project* means the services which Online Consulting have been engaged to complete for the Client.

*Search engines* are computer programs used to retrieve information from computer networks such as Google, Yahoo and Bing.

*SEO* is the process of improving volume or quality of traffic to a website from search engines through unpaid or "organic" search results.

*Services* include services relating to SEO.

*Social Media Optimisation* is a set of methods used to generate publicity through social media, including blogs, forums, social networking sites, meet-up groups and industry events.

## 2. General

- 2.1. These terms and conditions constitute the whole agreement between Clients and Online Consulting for the provision of SEO services.
- 2.2. This agreement can only be varied by a Client and Online Consulting, in writing.
- 2.3. A Client may accept these terms and conditions by:
  - (a) returning a signed copy of this agreement in electronic or hard copy form;
  - (b) using the services of Online Consulting services after being provided this agreement.
- 2.4. Clients are responsible for providing Online Consulting with accurate and timely information.
- 2.5. Clients are responsible for supplying content unless otherwise stated in the specifications contained in Schedule 1.
- 2.6. Online Consulting is not obliged to provide any services unless these are contained in the specifications in Schedule 1.
- 2.7. Online Consulting may decline to provide services.
- 2.8. Online Consulting warrants that it will provide services in a professional and workmanlike manner.
- 2.9. Online Consulting cannot guarantee listings or rankings on search engines.
- 2.10. The liability of Online Consulting is limited to the cost of its services or providing those services again, to the extent permitted by law.
- 2.11. Any term that is deemed unenforceable can be severed from this agreement and the remainder of this agreement will remain valid.
- 2.12. Dates and times quoted for supply of services are provided in good faith and are approximate only.

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- 2.13. Online Consulting may engage other professionals or contractors to provide services to Clients, where Online Consulting determines it appropriate to do so.

### 3. Intellectual Property

- 3.1. Clients will retain intellectual property held prior to entering into this agreement.
- 3.2. Clients agree to indemnify Online Consulting for any breach of intellectual property.
- 3.3. Online Consulting will retain intellectual property in material that it designs or develops, including through contractors.
- 3.4. Clients authorise Online Consulting to use the Client's logos, trademarks and other intellectual property in any way deemed necessary by Online Consulting, for the purpose of providing SEO and social media optimisation services to the Client.

### 4. Confidentiality

- 4.1. The parties agree not to disclose confidential information except if permitted by law or as agreed.
- 4.2. Online Consulting may disclose confidential information for the purposes of providing services to Clients, including to other professionals or contractors.
- 4.3. Online Consulting may use Client information for marketing purposes providing that it does not disclose a Client's identity or trade secrets.

### 5. Services Offered

- 5.1. Services may be purchased separately, as set out in Schedules 1 and 2.
- 5.2. A Website Audit Report:
  - (a) provides a review of factors affecting the usability, credibility, accessibility, current search engine ranking potential and comparative performance of a Client's website;
  - (b) includes recommendations for improving search engine rankings.
- 5.3. A Competitive Analysis Report provides information about a Client's competitors and their SEO activities, including competitors' search engine ranking potential.
- 5.4. A Keyword Research Report provides a list of keywords that may optimise traffic to a Client's website, and suggestions on how best to use keywords.
- 5.5. Website Optimisation:
  - (a) is aimed at ensuring that the Client's website is able to convert relevant traffic into sales or leads;
  - (b) fixes the problems identified in the Website Audit Report, to the extent that it is reasonable to expect that Online Consulting should fix them.
- 5.6. On-page Optimisation:
  - (a) involves modification of web pages;
  - (b) is designed to increase relevance of a web page to search engines in relation to targeted keywords, and to attract additional traffic.
- 5.7. Link Building includes the acquisition of links from non-Client websites and is aimed at improving the ranking potential of the Client's website.
- 5.8. Viral Content Development is the creation of content aimed at improving traffic and links to the Client's website, and the conversion rate.
- 5.9. Social Media Optimisation is the development of methods for generating publicity through social media.
- 5.10. SEO Analysis is continuous monitoring of the effectiveness of an SEO campaign and includes regular reports of the Client's website traffic and rankings.

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- 5.11. SEO Training:
  - (a) includes training on the fundamentals of SEO;
  - (b) examines how search engines work, the significance of Google webmaster guidelines, the interpretation of Google analytics data, how to conduct usability tests, and how to attract links and traffic to websites;
  - (c) can be delivered by phone, online or onsite consultation.
- 5.12. Additional Site Content is the provision of additional text in electronic format, and additional internal and external linking, for the purpose of creating additional or improved web pages.

## 6. Term and Hours of Work

- 6.1. This agreement commences from the date of acceptance and continues for at least the minimum term of the agreement, set out in Schedule 2.
- 6.2. The hours of work per week to be undertaken by Online Consulting are set out in Schedule 2.

## 7. Fees

### Search engine optimisation

- 7.1. The Client shall pay Online Consulting the fees set out in Schedule 2 for its services.
- 7.2. Fees are based on the specifications provided by a Client and additional fees are payable for additional work, at the hourly rate set out in Schedule 2.
- 7.3. Additional SEO fees may become payable when:
  - (a) a Client requires additional work or services not agreed upon;
  - (b) work needs to be done which was not anticipated; or
  - (c) a Client requires multiple drafts or repeated changes which significantly increase the work.
- 7.4. Online Consulting will consult a Client before charging any fees additional to those in Schedule 2.
- 7.5. Online Consulting will account to Clients for any additional fees.
- 7.6. The balance of payment for services will become due and payable upon request if a Client fails to provide information or content necessary to complete services within 14 days of request.
- 7.7. Expenses such as long distance telephone calls, shipping, postage, courier and travel are additional to the agreed fee and the Client will reimburse Online Consulting for these expenses.

### Early termination

- 7.8. Online Consulting dedicates a significant amount of resources to the initial stages of setting up an SEO program.
- 7.9. Where a client terminates a contract before the minimum agreement set out in Schedule 2 the client agrees to compensate Online consulting for:
  - (a) the work done by Online Consulting;
  - (b) any profit lost by Online Consulting as a result of the termination.

### Restricting SEO work for competitor

- 7.10. The Client may request that Online Consulting not undertake SEO work for a Competitor for a period.
- 7.11. Online Consulting will charge a fee for this promise, as set out in Schedule 2.

## 8. Access and Passwords

- 8.1. The Client agrees to provide the following to Online Consulting:

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onlineconsulting

- (a) FTP and other back-end access to the Client website, including full access to the metadata for the website.
- (b) Permission to communicate directly with third parties, if necessary.
- (c) Full access to existing website traffic statistics for analysis and tracking purposes.
- (d) Full access to all usernames, passwords, login details and codes, if required for Online Consulting to provide services to the Client.
- (e) Permission to use the Client's official email address for the purpose of requesting links, along with any necessary passwords.
- (f) Authorisation for Online Consulting to generate content on other websites.

## 9. Acknowledgements

9.1. The Client acknowledges that Online Consulting:

- (a) has no control over the policies and ranking algorithms of search engines;
- (b) is not responsible for the exclusion of the Client's website from any search engine or directory;
- (c) is unable to guarantee any particular ranking for any keyword, phrase or search term.

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## SCHEDULE 1 – SPECIFICATIONS

SEO Services

SEO Training

Website Audit Report

Additional Site Content

Competitive Analysis Report

Undertaking in Relation to Competitor

Keyword Research Report

### Additional information

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## SCHEDULE 2 – FEES

Clause	Subject	Amount
6.1	Minimum Term of Agreement	
6.2	Hours to be Worked per Week by Online Consulting	
	Fee on Signing of Agreement	\$
7.2	Hourly rate for SEO Services	\$
	Fee on Receipt of Website Audit Report	\$
	Fee on Receipt of Competitive Analysis Report	\$
	Fee on Receipt of Keyword Research Report	\$
	Fee on Receipt of SEO Training	\$
7.10	Period of Undertaking in relation to Competitor	
7.11	Fee for Undertaking in relation to Competitor	\$
	Total Fee for SEO Campaign	\$

### Additional information

**EXECUTED by Client in accordance with relevant law**

\_\_\_\_\_  
Name of Organisation

\_\_\_\_\_  
Name of Person / Director

\_\_\_\_\_  
Signature of Person / Director

\_\_\_\_\_  
Name of Director / Secretary

\_\_\_\_\_  
Signature of Director / Secretary

\_\_\_\_\_  
Date