

## **COVER SHEET: DRAFTING NOTES**

This template is intended for **Copywriting and SEO Consultants** (including freelancers and agencies).

It is intended for short and medium term projects, so your client will not have the ability to terminate the agreement, until you have completed the work (unless you breach the contract)

The contract is made up of (1) an **Agreement** (pages 1 and 2) which you should adapt for each individual client; and (2) a set of **Standard Terms & Conditions** which should not need to be adapted for each client. You need to send BOTH documents together to your client. You and your client will both sign where indicated on the second page of the Agreement.

### **Please note:**

1. This legal document template has been produced by Gooding Consultancy Services Limited, trading as The Good Legals Club (**We/ Us/ Our**). We hold the copyright for this template, and you may only use it in accordance with the licence granted to you under our [Digital Download Terms & Conditions](#).
2. Under the terms of that licence, you may use this template for your own business purposes. You may not copy, share, or circulate this document to third parties without our explicit consent.
3. You will need to save this template as a new version, and then edit it to reflect how you do business, before sending it to your clients for signature. The sections you need to adapt are highlighted in **yellow**, with [square brackets] around them. You should remove all highlighting and square brackets once you have completed the adaptations.
4. We have also provided additional guidance notes in the 'Comments' sidebar to help you adapt the template for your business. You should delete these comments before finalising and sending it to your clients.
5. You will also need to delete this cover page before finalising and sending the contract to your clients.
6. This is a template document, and does not constitute legal advice. We cannot guarantee that this template is suitable for your specific business needs. If you are unsure about whether this template is suitable, or as to how to adapt it, we strongly recommend seeking legal advice.
7. If you would like us to review your draft before you finalise it, please feel free to book a Power Hour on this Calendly link: <https://calendly.com/good-legals-club>

[INSERT YOUR LOGO HERE]

## COPYWRITING/ SEO CONSULTANCY AGREEMENT

Date of Agreement:	[insert date on which Agreement signed]
Parties:	<p>(1) [YOUR BUSINESS NAME], a company registered in England &amp; Wales under company number [Company number], whose registered office address is at [insert address of registered office] (the <b>Consultant</b>); and</p> <p>(2) [CLIENT COMPANY NAME] a company registered in England &amp; Wales under company number [insert Company Registration Number] whose registered office is at [insert address] (the <b>Client</b>)</p>
Client contact details:	[insert name, email address and phone number for key client contact]
Services to be provided by Consultant (the Services):	<p>[Here set out in detail the Services to be provided to the Client under this Agreement.]</p> <p>Suggested items for inclusion:</p> <ol style="list-style-type: none"><li>1. Purpose: what Client wishes to achieve</li><li>2. Start date for Services (and any milestones/ estimated date(s) for delivery)</li><li>3. Services to be provided to the Client</li></ol> <p>[List breakdown of the Services to be provided and any deliverables Services need to be identified precisely so it is clear to both parties exactly what is being provided]</p> <ol style="list-style-type: none"><li>4. Key deliverables [again need to be described precisely]</li><li>5. Number of rounds of edits included in your Fee</li><li>6. People &amp; Responsibilities (both at your business and at Client) including contact information. You may also include expectations regarding response times here: e.g. "the Consultant will endeavour to respond to correspondence within 24 hours"</li><li>7. Required Materials / Information from Client – images, information, access which you need to provide your services</li></ol> <p>Alternatively, you may wish simply to cross-refer to the relevant Client Proposal, in which case the following words can be used:</p> <p>"The Consultant will provide the Services set out in the Client Proposal dated [insert date]"</p>

<b>Commencement Date</b>	[Date on which services will commence]
<b>Term &amp; Termination</b>	The Term shall commence on the Commencement Date and shall continue until the Services have been provided in full, or until the Agreement has been terminated in accordance with Clause 13 of the Terms & Conditions of Engagement.
<b>Fees &amp; Expenses</b>	[Here set out in detail the fee amount and structure for the Services, including amount of fees, how they are calculated (e.g. hourly/ daily/ by milestone) and what the fee includes (and does not include)  Also set out any Expenses which have been agreed upfront.]
<b>Payment terms:</b>	[Set out agreed payment terms e.g. - Payment in advance - Within 7 days of date of Consultant's invoice - Method of payment e.g. via BACS to account details set out on invoice]
<b>Service of Notices:</b>	The following email addresses shall be used for the service of any notice under the Agreement:  [Include email addresses for both parties]
<b>Terms and conditions:</b>	<b><i>This Agreement incorporates the Consultant's Standard Terms and Conditions of Engagement, which are attached. By signing this Agreement the Client acknowledges that it has read those standard Terms and Conditions and agrees to be legally bound by this Agreement and the said standard Terms and Conditions incorporated into it.</i></b>

**SIGNED** for and on behalf of the Consultant

\_\_\_\_\_  
[Your name and position]

[Your business name]

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

**SIGNED** for and on behalf of the Client by:

\_\_\_\_\_  
[name and title of person authorised to sign on behalf of the Client. If the Client is a company, this should be a Director]

[Client business name]

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

[INSERT YOUR LOGO HERE]

## **STANDARD TERMS & CONDITIONS OF ENGAGEMENT**

### **Background**

These Standard Terms & Conditions, together with any documents referred to therein, set out the terms under which the Consultant will provide its copywriting/ SEO consultancy services to you, the Client. Please read these Standard Terms & Conditions carefully and ensure that you understand them before agreeing to engage the Consultant to provide services to you. If you do not agree to be bound by these Standard Terms & Conditions, you will not be able to engage the Consultant to provide services to you.

### **1. Definitions and Interpretation**

In these Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Agreement"</b>	means the Copywriting/ SEO consultancy services agreement between the Consultant and the Client pursuant to which the Consultant shall provide the Services on the terms set out in these Standard Terms & Conditions;
<b>"Client Materials"</b>	means any and all materials which the Consultant may require from the Client for use in the provision of the Services;
<b>"Commencement Date"</b>	means the date on which the Consultant shall commence providing the Services to the Client, as set out in the Agreement;
<b>"Confidential Information"</b>	means information which is confidential in nature and which is disclosed to either party by the other party pursuant to or in connection with the Agreement (whether orally or in writing, and whether or not the information is expressly stated to be confidential or marked as such);
<b>"Data Protection Legislation"</b>	means all applicable data protection and privacy legislation in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) ( <b>UK GDPR</b> ), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party including the UK GDPR; the Data Protection Act 2018 (DPA 2018) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications);
<b>"Deliverables"</b>	means any and all materials created by the Consultant in the course of providing the Services;

**"Intellectual Property Rights"**

means:

- (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights), trade, business and company names, internet domain names and email addresses, unregistered trademarks and service marks, copyrights, database rights (including but not limited to the right to extract or exploit information from a database), know-how, rights in designs, inventions and processes;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a);
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist in any part of the world; and
- (d) the right to sue for past infringements of any of the foregoing rights;

**"Fees"**

means the fees payable for the Services set out in the Agreement, or such other Fees as the parties may agree in writing from time to time;

**"Required Information"**

means the information concerning the Client's business and activities required by the Consultant from the Client in order to provide the Services;

**"Services"**

means the services to be provided by the Consultant as set out in the Agreement (together with such other services as the parties may agree in writing from time to time); and

**"Term"**

shall have the meaning set out in the Agreement.

**2. Engagement of the Consultant**

The Consultant shall provide the Services to the Client from the Commencement Date for the Term, unless and until this Agreement is terminated earlier in accordance with Clause 13.

**3. Nature of Engagement**

- 3.1 The Consultant shall at all times during the term of the Agreement provide the Services as an independent contractor.
- 3.2 The Services provided by the Consultant (and any staff engaged by it) under the Agreement will at all times be under the Consultant's exclusive supervision, direction and control.
- 3.3 The Consultant is responsible for organising when and how the Services are provided. The Consultant shall liaise with the Client to ensure that due account is taken of the Client's requirements.
- 3.4 The Consultant shall have the right, at its own expense, to appoint a substitute consultant to provide the Services, provided the identity of the substitute is agreed with the Client in advance.
- 3.5 Where the Consultant provides a substitute consultant pursuant to Clause 3.4 above, the Consultant shall be responsible for paying the substitute Consultant and shall remain responsible at all times for the acts or omissions of any such substitute Consultant.
- 3.6 The engagement under this Agreement is mutually non-exclusive. That is to say that at any time:

- 3.6.1 the Consultant can provide to other clients services which are the same as or similar to the Services; and
  - 3.6.2 The Client can engage other contractors to provide it with services which are the same as or similar to the Services.
- 3.7 The Consultant's engagement and appointment under the Agreement will not create any mutual obligations on the part of the Consultant or the Client to offer or accept any further engagement and no continuing relationship shall hereby be created or implied.

#### **4. Status as Consultant**

- 4.1 The Consultant shall at all times be an independent contractor, and shall be responsible for all taxes and contributions in respect of the Fees payable to the Consultant under the Agreement.
- 4.2 Nothing in the Agreement shall be deemed to create any:
  - 4.2.1 partnership, joint venture or agency between the Consultant and the Client;
  - 4.2.2 employment relationship between the Consultant and any of its staff; or
  - 4.2.3 other fiduciary relationship between the Consultant and the Client,other than the contractual relationship expressly provided for in the Agreement.

#### **5. Consultant's obligations**

- 5.1 The Consultant shall provide the Services to the Client with reasonable skill and care, commensurate with prevailing standards in the Copywriting/ SEO consultancy industry in the United Kingdom.
- 5.2 Dates agreed for the delivery of the Services shall be estimates only, and are subject to change. Accordingly, time for performance shall not be of the essence of the Agreement.
- 5.3 Unless otherwise agreed, the Consultant shall consult with the Client in relation to the Deliverables and the Client shall have the option to make one round of suggested amendments to the Deliverables.
- 5.4 The Consultant makes no guarantees, warranties or representations with regard to the results of any campaign in relation to which the Services are being provided. The parties understand that campaign results are influenced by many factors, are not in the Consultant's control and that the Consultant accordingly shall not be liable in respect of them.
- 5.5 The Consultant shall use all reasonable endeavours to accommodate any reasonable changes that may be requested by the Client to the Services, subject to the Client's agreement to pay any additional fees that result from any such changes.

#### **6. The Services**

- 6.1 The Consultant agrees to provide to the Client for the duration of the Agreement:
  - 6.1.1 the Services set out in the Agreement; and
  - 6.1.2 such other services as the parties may agree in writing from time to time, subject to payment of an additional fee.

#### **7. Client's Obligations**

- 7.1 The Client shall co-operate with the Consultant in all matters relating to the provision of the Services during the term of the Agreement.
- 7.2 Without prejudice to the generality of Clause 7.1, the Client warrants and undertakes that it:
  - 7.2.1 shall provide the Client Materials and Required Information to the Consultant in a timely manner, and ensure that they are accurate and complete;

- 7.2.2 shall inform the Consultant without delay if any of the information contained in the Client Materials or Required Information shall change;
  - 7.2.3 shall provide the Consultant, in a timely manner, with such other access as may be required by the Consultant for the purposes of carrying out the Services;
  - 7.2.4 shall obtain and maintain all necessary licences, permissions and consents which may be required for the Consultant to provide the Services (including without limitation those required in respect of the Client Materials);
  - 7.2.5 shall ensure that the Client Materials do not infringe any applicable laws, regulations or third-party rights including any third-party Intellectual Property rights;
  - 7.2.6 shall maintain back-ups of all the Client Materials; and
  - 7.2.7 shall provide any input or feedback on the Deliverables prior to their publication or finalisation in the course of providing the Services as soon as possible, and in any event within two (2) business days.
- 7.3 The Client agrees that the Consultant shall not be liable for any delay in the provision of the Services that may result from the Client's delay or failure to comply with any of its obligations under this Clause 7 or any of its other obligations under the Agreement.
- 7.4 The Client shall indemnify the Consultant for any costs or losses incurred by the Consultant as a result of any default under Clause 7 on the Client's part.

## 8. Fees and Expenses

- 8.1 In consideration for the Consultant's agreement to provide the Services, the Client shall pay to the Consultant the Fees set out in the Agreement, in accordance with the payment terms set out in the Agreement. All Fees are payable in advance (unless specified otherwise in the Agreement).
- 8.2 The Fees set out in the Agreement may be subject to change where the parties agree that the Consultant shall provide additional services to the Services set out in the Agreement.
- 8.3 The Client shall reimburse the Consultant for any expenses reasonably incurred in the proper performance of its obligations under the Agreement (the **Expenses**), which shall be set out in the Agreement or agreed with the Client in advance. The Expenses may include any agreed third-party costs incurred by the Consultant on behalf of the Client. The Expenses shall be billed in arrears, and the Consultant shall provide the Client with such evidence of actual payment of the Expenses as the Client may reasonably require.
- 8.4 Unless otherwise set out in the Agreement, payment of the Fees and any Expenses shall be due within **thirty (30) days** of the date of the Consultant's invoice for the said Fees and any Expenses, in accordance with the payment instructions set out on the Consultant's invoice.
- 8.5 All Fees payable under the Agreement shall be exclusive of value added tax, if charged.
- 8.6 The Consultant reserves the right:
- 8.6.1 to charge interest on any overdue sums at the rate of 4% above the base rate of the Bank of England from time to time from the due date for payment until payment is made in full;
  - 8.6.2 to reclaim from the Client the costs of recovering any overdue sums together with interest under Clause 8.6.1 above; and / or
  - 8.6.3 to terminate the Agreement for non-payment, in accordance with Clause 13.2.1 below.
- 8.7 The Client shall not be entitled to withhold, for any reason, any payments due to the Consultant under the Agreement.

## 9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights subsisting in the Required Information and Client Materials shall at all times remain the Client's property (or the property of its licensors, as appropriate). Nothing in the Agreement shall vest any rights in any material provided by, or otherwise belonging to the Client (or its licensors, as appropriate) in the Consultant. The Client hereby grants to the Consultant (and any sub-contractor appointed by the Consultant under Clause 21.3 below) a limited, non-exclusive, non-transferable, revocable, worldwide licence to use any and all Required Information and Client Materials for the purposes of providing the Services in accordance with the Agreement.
- 9.2 Upon receipt in full by the Consultant of all Fees due under the Agreement, the copyright and any and all other Intellectual Property Rights subsisting in the Deliverables created during that period shall be assigned to the Client, and the Consultant shall be deemed to have waived any and all moral rights in respect of the same. The Consultant shall execute all documents and take all actions reasonably requested by the Client to document, obtain, maintain, perfect or assign the Consultant's rights in such content.

## **10. Warranties and Indemnity**

- 10.1 The Consultant warrants to the Client that all content produced by it in the course of providing the Services shall be original to the Consultant (save to the extent that it incorporates any of the Required Information or other Client Materials), and shall not infringe any Intellectual Property Rights belonging to a third party.
- 10.2 The Client represents, warrants, undertakes and agrees with the Consultant that the Client Materials shall be original to the Client (or that, where any Client Materials are provided by a third party, the Client has received the necessary consents, permissions or licences to use them) and shall not infringe any Intellectual Property Rights belonging to a third party.
- 10.3 The Client shall indemnify the Consultant against all claims, costs and expenses which the Consultant may incur and which arise either directly or indirectly from the Client's breach of any of its obligations under the Agreement.

## **11. Confidentiality**

- 11.1 Each party undertakes that, except as provided by sub-Clauses 11.2, 11.3 and 11.4 below, or as authorised in writing by the other party, they shall:
- 11.1.1 keep confidential all Confidential Information;
  - 11.1.2 not disclose any Confidential Information to any other party;
  - 11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;
  - 11.1.4 not make any copies of, record in any way or part with possession of, any Confidential Information; and
  - 11.1.5 use reasonable endeavours to ensure that none of their respective directors, officers, employees, agents, sub-contractors or advisers do any act which if done by that party would be a breach of sub-Clauses 11.1.1 to 11.1.4 above.
- 11.2 The parties may disclose any Confidential Information to:
- 11.2.1 any of their sub-contractors or suppliers;
  - 11.2.2 any governmental or other authority or regulatory body; or
  - 11.2.3 any of their respective employees or officers or of any of the above persons.
- 11.3 Disclosure under sub-Clause 11.2 may be made only to the extent necessary for the provision of the Services under the Agreement, or as required by law. The disclosing party shall first inform the person or party in question that the Confidential Information is and must be kept confidential, and may only be used for the purpose for which the disclosure was made.
- 11.4 Either party may use or disclose any Confidential Information if it is or becomes public knowledge through no fault of the disclosing party.



11.5 The provisions of this Clause 11 shall continue in force after the termination of the Agreement.

## **12. Publicity**

12.1 The Consultant may refer to the Services provided to the Client under the Agreement for the purposes of marketing and promoting the Consultant's business, including using the Consultant's work for the Client as a promotional case study and / or using any testimonials provided by the Client in the Consultant's marketing materials. In so doing, the Client agrees that the Consultant may:

12.1.1 use the Client's name, logo and images, provided that the Consultant does so for the said promotional purposes only; and

12.1.2 use and link to only such information and assets as are publicly available, and shall not disclose the Client's Confidential Information.

## **13. Termination**

13.1 Subject to Clause 13.2, the Agreement shall continue until the Consultant has provided the Services set out in the Agreement.

13.2 Without prejudice to any other right or remedy available to it, the Agreement may be terminated immediately by written notice in the following circumstances:

13.2.1 any sum owing by the Client to the Consultant is not paid within fourteen (14) days of the due date for payment;

13.2.2 either party commits a material breach of the Agreement and fails to remedy it within five (5) business days after being given written notice of the breach by the other party;

13.2.3 a receiver is appointed in respect of any of the Client's property or assets, or the Client makes a voluntary arrangement with its creditors or become subject to an administration order (within the meaning of the Insolvency Act 1986) or goes into liquidation; or

13.2.4 either party ceases, or threatens to cease, to carry on business.

## **14. Effects of Termination**

Upon the termination or expiry of the Agreement for any reason:

14.1 any sum owing by either party to the other under any of the provisions of the Agreement shall become immediately due and payable;

14.2 all licences granted by the Client to the Consultant to use the Required Information and the Client Materials shall terminate immediately;

14.3 the Consultant shall, at the Client's request, either promptly return or destroy all Required Information and other Client Materials in its possession and/or control;

14.4 each party shall immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other party and shall at the other party's request, either promptly return or destroy all such Confidential Information in its possession and/or control;

14.5 all clauses of the Agreement which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

14.6 termination shall not affect any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination or in respect of any breach of the Agreement which existed at or before the date of termination; and

14.7 save as provided in this Clause 14 and except in respect of any accrued rights, neither party shall be under any further obligation to the other.

## **15. Limitation of Liability**

- 15.1 The Consultant shall not be liable to the Client for any of the following in connection with the Agreement:
- 15.1.1 loss of profit;
  - 15.1.2 loss of sales or business;
  - 15.1.3 loss of anticipated savings;
  - 15.1.4 loss of use or corruption of software, data or information;
  - 15.1.5 loss of or damage to goodwill; and / or
  - 15.1.6 any other direct, special, economic or consequential loss or damages.
- 15.2 The Consultant shall not be liable to the Client for any loss arising from delay in the provision of the Services, howsoever caused. Time shall not be of the essence in relation to the provision of the Services.
- 15.3 The Consultant's total liability to the Client in respect of any claims arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the amount of Fees paid by the Client for that part of the Services that directly gives rise to the said liability.
- 15.4 The Client shall notify the Consultant in writing of any intention to make a claim within 6 months of the date on which the Client became (or ought reasonably to have become) aware of the event(s) giving rise to that claim. The Consultant shall not be liable for any claim in respect of which the Client has failed to give notice in accordance with this Clause 15.4.

**16. Force Majeure**

Neither party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, epidemic or pandemic, governmental action or any other event that is beyond the control of the party in question.

**17. Data Protection**

- 17.1 The Consultant is a data controller in its own right in relation to any personal data provided by the Client to the Consultant for the purpose of providing the Services. The Consultant will comply with its legal obligations in relation to such data, as set out in Clause 17.2 below. The Client must ensure that any provision by it of such personal data is lawful, and is in compliance with the Data Protection Legislation.
- 17.2 All personal information that the parties may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and data subjects' rights under the Data Protection Legislation. For complete details of the Consultant's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of data subjects' rights and how to exercise them, and personal data sharing (where applicable), please refer to the Consultant's Privacy Statement, which is available on its website and/ or on request.

**18. Variation**

No variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of the parties.

**19. No Waiver**

No failure or delay by either party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

**20. Further Assurance**

The parties shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

**21. Assignment, Sub-Contracting and Third Party Rights**

21.1 The Client may not assign, transfer, mortgage, charge (otherwise than by floating charge), sub-licence or otherwise delegate any of its rights under the Agreement, or sub-contract or otherwise delegate any of its obligations under the Agreement without the Consultant's written consent in advance.

21.2 The Consultant may assign, transfer, mortgage, charge (otherwise than by floating charge), sub-licence or otherwise delegate any of its rights under the Agreement.

21.3 The Consultant shall be entitled to perform any of its obligations under the Agreement through suitably qualified and skilled sub-contractors, and for that purpose to allow any sub-contractor to use the Client Materials and/ or Required Information.

21.4 Subject to the above provisions of this Clause 21, the Agreement shall continue and be binding on the parties' transferees, successors and assigns, as required.

21.5 No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

**22. Notices**

All notices under this Agreement shall be in writing, and shall be sent by email to the email address specified in the Agreement.

**23. Entire Agreement**

23.1 The Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes and extinguishes all previous agreements, assurances, warranties, representations and understandings between the parties with respect to its subject matter.

23.2 The parties acknowledge that, in entering into the Agreement, the parties do not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Agreement, and shall have no remedies in respect thereof.

**24. Severance**

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

**25. Law and Jurisdiction**

25.1 The Agreement and these Terms & Conditions shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Any dispute, controversy or claim between the parties relating to the Agreement shall fall within the exclusive jurisdiction of the courts of England and Wales.