

# SERVICE AGREEMENT

This **AGREEMENT** is made on ..... / ..... / 20..... (day, month, year) between WEB 2 MAKE DESIGNERS Sole Trader address 34 Prince Road, London, SE25 6NW (Agency, we or us), and

..... (\***Business Name**)

..... (Responsible Person's Name)

**Google My Business** address: .....

Post Code: .....

<b>CORE SERVICES</b>	<b>Sign for the Service</b>
Local Search Engine Optimisation – Google Search, Google Maps and Google My Business Website (GMB Website)	
Local SEO Monthly Reputation Management (Agreement Overview)	
Google Ads	
<b>ADDITIONAL SERVICES</b>	#####
Website Design and Development	
Domain Name Registration/Renewals & Hosting, Emails Setup	
Brand / Graphic Design	
Social Media Advertisement & Management (Local Facebook Ads, Instagram Ads)	

## **Information for Local Search Engine Optimisation – Google Search, Google Maps and Google My Business Website (GMB Website)**

<b>Business Information</b>	<b>Description</b>
* <b>Business Phone Numbers</b>	
* <b>Website URL</b>	
Appointment URL	
Services	

Products	
Highlights (Attributes)	
Opening Date	

Day of the Week	* Opening Hours		Special Hours	
Monday	From:	To:	From:	To:
Tuesday	From:	To:	From:	To:
Wednesday	From:	To:	From:	To:
Thursday	From:	To:	From:	To:
Friday	From:	To:	From:	To:
Saturday	From:	To:	From:	To:
Sunday	From:	To:	From:	To:

Advanced information	Description
Store code	
Label	
Google Ads location extensions phone	

### Additional Information

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## SHORT DESCRIPTION OF THE SERVICES

### **Search Engine Optimisation (Google Maps, Google My Business, and Local SEO)**

The Agency will implement Local SEO techniques into the Client websites – such as creating Local Google Search Listing, Local Google Maps Listing and Google My Business Website.

Once the proposal, a setup fee of £300 has been agreed. The Client can benefit by promotional discounts from time to time.

As soon as the deposit of 50% or full invoices has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.

### **Local SEO Monthly Reputation Management (Agreement Overview)**

Payment options:

- **Option 1:** The Agency provides the Content - first 3 months £60 per month after that £85 ongoing payments
- **Option 2:** The Client provides the Content - first 3 months £35 per month after that £70 ongoing payments

- Extra work: Agency Hourly based fees are £70 per hour. The Agency will keep within the agreed hours on the Client monthly SEO management package.

Failure to make payment within the agreed time-frame will lead to an SEO campaign being paused and/or work being removed. The Agency reserves the right to suspend a campaign following the non-payment of fees.

This is a month-by-month account. If the Client decides to stop our SEO work at any time throughout the month, the Client will not be able to carry a credit through to the following month.

The Client will receive monthly reports for the work.

### **Google Ads**

Once the proposal, monthly advertising budget, setup fee, and monthly management fee have been agreed, The Agency will produce an invoice.

The setup fee of £100 which includes Creating Google Ads Account, selecting proper Keywords for the Client's business and Google Ads optimisations.

The Agency will add the Client bank account details to the Google Ads account; this is for the per click budget.

The Agency is responsible for ensuring the Google Ads spend does not go over any more than 15% of the agreed Google Ads budget.

In addition once the proposal, monthly management and optimisation fee has been agreed (the Agency fees are £50 per hour). The Agency will keep within the agreed hours on the Client monthly Google Ads package. The Agency will produce an invoice.

As soon as the invoice has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.

Payment for setup fees (where applicable) will be in advance of the campaign being activated, therefore no research, setting up or advertising will happen until the point of payment.

## **Website Design and Development**

- Our Standard Fee £50 per ONE PAGE (include standard A4 format text with 2 images and up to 5 links). The Client can order a minimum of 3 pages (for ex: about us, services/products, contact us). The price does not include Graphic Design or Editing images. See FULL DESCRIPTION OF THE SERVICES in our Service Agreement at: <http://www.web2make.co.uk/service-agreement.pdf>
- **Get a quote, speak** to us or write an **email** for WEB DESIGN AND DEVELOPMENT.
- Get a Quote for any additional work.

## **Domain Name Registration/Renewals & Hosting, Emails Setup**

- Our Standard Fee £70 per year on 3ix.org hosting provider.

## **Brand / Graphic Design**

- **Get a quote, speak** to us or write an **email**. Our Services are – *Website Design & Development, Graphic / Logo Design, Leaflet Design, Business Card Design, Brochure / Catalogue Design, Post Card Design*

## **Social Media Advertising & Management (Facebook Ads, Instagram Ads)**

Once the proposal, monthly advertising budget, setup fee, and monthly management fee have been agreed, The Agency will produce an invoice.

- Setup fee of £100 has been agreed, the Agency will produce an invoice.

The setup fee includes Creating Facebook Business Page (Facebook Presentation) with five posts (all contents of the posts are responsible to the Client).

This is a month-by-month account. If the Client decides to stop the campaign at any time throughout the month (if the Client has too much work, too busy), the Client will not be able to carry a credit through to the following month.

The Agency will add the Client bank account details to the Facebook Ads account; this is for the per click budget.

The Agency is responsible for ensuring the Facebook spend does not go over any more than 15% of the agreed Facebook budget.

## **FULL DESCRIPTION OF THE SERVICES**

### **Local Search Engine Optimisation – Local SEO (Local Google Search, Google Maps, Google My Business)**

The Agency will implement Local SEO techniques into the Client websites – such as creating Local Google Search Listing, Local Google Maps Listing and Google My Business Website.

Once the proposal, a setup fee of £300 has been agreed, The Agency will produce an invoice.

In addition once the proposal, monthly management fee has been agreed, The Agency will produce an invoice for monthly ongoing payments.

As soon as the deposit of 50% or full invoices has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.

Payments to THIRD PARTY setup fees (where applicable) will be in advance, therefore no research, setting up or advertising will happen until the point of payment.

There are some promotions from time to time for the benefits of the Client.

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### **Local SEO Monthly Reputation Management (Agreement Overview)**

The Agency will implement Local SEO techniques into the Client websites such as maintaining Google Maps Listing and creating Google My Business UPDATES (dealing with Google My Business posts, reviews and other relevant information for the customer's satisfaction called "Service") and another external Local SEO tools. This will be updated products/services information for the Client customers, targeting keywords and locations agreed on the proposal.

Failure to make payment within the agreed time-frame will lead to an SEO campaign being paused and/or work being removed. The Agency reserves the right to suspend a campaign following the non-payment of fees.

Payment for the monthly management fees will be invoiced before the 1st day of each month and payment is due on the 1st of each month for the work we will be covering in the following month. After 3 months we require a standing order to be set up by the Client.

This is a month-by-month account. If the Client decides to stop our SEO work at any time throughout the month, the Client will not be able to carry a credit through to the following month.

In consideration of the promises of the Client set forth herein (including without limitation Client's payment of the consideration for the Services as herein provided), The Agency will provide the Client with local search marketing (including post updates, product, and services updates, review marketing, and reputation management) services;

- Authorization. The Agency will provide the Services to the Client on a month-to-month basis (each month during which Services are provided to Client hereunder is referred to herein as a "Subscription

Period”). A one-time setup fee and the first Subscription Period installment payment is due to the Agency on sign-up via credit card payment. Installment payment amounts are subsequently billed and collected for the upcoming Subscription Period as provided herein.

- Client authorises The Agency to act on the Client’s behalf as the Client’s local search marketing provider during the initial Subscription Period and all renewal Subscription Periods, concerning all Services provided by the Agency here-under. Such authorisation includes the right to post, publish and edit Client’s Google Web Business profile information and Internet and social media advertisements and (where elected by Client) to post content to such profiles or advertisements.

- Copyright. Ownership of content generated by the Agency in connection with the Services transfers from the Agency to the Client (where permitted by third party licencing arrangements) only after payment in full by the Client of all invoices applicable to such content. The Agency’s Reveal portal and any methods of optimization disclosed by the Agency to the Client cannot be copied or used by the Client except as expressly contemplated by this Agreement in connection with the Services, and any such right shall terminate upon termination of this Agreement unless expressly authorised in writing by the Agency. The Client acknowledges that, at the Agency’s expense, all accounts (including in THIRD-PARTY websites) and sometimes a domain name may be registered and hosted with a micro-site created for Client in furtherance of delivery of the Services hereunder. All accounts the micro-site and related domain are integrated into the Agency’s proprietary digital marketing system and shall remain the property of the Agency and shall not be transferable to the Client.

Payment options:

- Option 1: The Agency provides the Content - first 3 months £60 per month after that £85 ongoing payments

- Option 2: The Client provides the Content - first 3 months £35 per month after that £70 ongoing payments

- Extra work: Agency Hourly based fees are £70 per hour. The Agency will keep within the agreed hours on the Client monthly SEO management package.

- All Fees and Payments. As consideration for the Services, the Client agrees to pay a one-time setup fee and the periodic subscription fees associated with the Services requested by Client and identified during the sign-up process. Subscription fees are subject to modification by the Agency at any time.

Credit Card must pre-pay for at least one-month Service in advance and will be billed monthly in advance of the Service being provided after the conclusion of the applicable pre-payment period.

Failure by the Client to maintain valid and current payment arrangements with the Agency may result in interruption or cancellation of the Service. Such interruption does not relieve the Client of the obligation to pay for Service already provided to the Client by the Agency.

Due to the nature of the Services, all sales for each periodic Subscription Period are non-refundable. The Agency is authorised to charge the subscription renewal fee for the upcoming Subscription Period Services to the credit card account provided to the Agency by Client. The Client may change its billing information on written notice to the Agency. Invoices, where requested by the Client, shall be delivered solely by e-mail to the Client’s e-mail notice address provided to the Agency during the sign-up process.

The Agency is responsible for increasing traffic to the Client website.

The Agency is not responsible for sales.

The Agency cannot give any guarantees for a specific result on any search engine. Advertising online is an unpredictable market place and the Agency can give no guaranteed positioning using SEO.

If necessary the Agency must have the ability to optimise the structure and content of the Client web pages; if the website is too old or out of date the SEO will not work well.

If necessary the Agency will need full access to CPanel or login information (FTP username and password) to allow us to gain access to the Client website. The Agency will maintain the confidentiality of log-in information.

It is agreed that the Client will not change or implement any own SEO techniques while the Agency is working with the Client.

The Client is not entitled to any credits, rebates, discounts (volume or otherwise) or refunds provided to the Agency by any THIRD PARTY online search providers.

### ***Cancellations***

Either party may suspend/terminate this agreement following the receipt of 30 days written notice:

- It is down to the Client to cancel the standing order.
- If over-payments are made (for whatever reason) the Agency will only refund one payment.

(a) By the Client. This Agreement and any renewal subscription arising hereunder may be terminated by the Client by delivery to the Agency of Client's intention not to renew prior to the end of the current Subscription Period. Any termination notice received later than the end of the current Subscription Period shall be effective immediately following the next applicable Subscription Period.

(b) By the Agency. The Agency may terminate this Agreement and/or suspend all or any portion of the Services at any time, without notice to the Client, in the event the Client fails to maintain valid payment information with the Agency, or if the Client fails to pay for the Services. The Agency may terminate this Agreement on at least 30-days written notice to the Client if the Agency should determine that it will cease providing the same type of Services to all other eligible Clients that were receiving such Services as the Client.

The Agency may also decline to provide the Services, cancel the Services or to discontinue processing any subscription for Services not yet performed, at any time, and from time to time, in the Agency's sole and absolute discretion, if the Agency determines in good faith that Client's business practices:

- (i) is illegal, immoral, unethical or reasonably likely to expose the Agency or its affiliates to potential criminal, administrative or civil liability,
- (ii) may result in damage to the Agency's reputation or image; or
- (iii) present any other issue or concern which the Agency determines in good faith constitutes grounds for such termination. If the Agency exercises such right to decline or cancel the Services, the Agency will provide written notice to the Client of such exercise and will refund to the Client the un-earned portion of any deposits or subscription payments previously paid by the Client in the immediately-preceding subscription period, within thirty (30) days after issuing such notice. Upon

cancellation of the Services, the Agency shall have no further duties or responsibilities except as expressly set forth herein regarding the post-termination responsibilities of the parties.

(c) Bankruptcy, etc. Either party may terminate this Agreement immediately in the event that the other party becomes insolvent, or the other party makes an assignment for the benefit of creditors, or the other party does not pay its debts as they become due or admits its inability to pay its debts when due, or the other party files or has filed against it a petition under any provisions of the Bankruptcy Act or an application for a receiver, trustee or custodian is made with respect to such Party.

(d) Duties on Termination. Upon any termination of this Agreement for any reason, the Client shall:

- (i) discontinue any use, retention, display or distribution of any of the work product or materials provided to the Client by the Agency hereunder for which ownership has not passed to Client;
- (ii) discontinue all use of the Agency's trademarks, together with all other software of intellectual property owned or licensed by the Agency (including Reveal);
- (iii) delete from all storage servers and devices all work product or materials received under this Agreement for which title has not passed to the Client, and
- (iv) discontinue its use of all Third-Party Software if required by the licence agreements about the same.

Upon termination of this Agreement, the Agency shall exercise reasonable efforts to return to the Client, delete or destroy (in the Agency's sole and absolute discretion) all Client Data (defined herein) provided by the Client in connection with the Services. Due to the impracticability of removal of content from social media forums, content posted by the Agency on Client's behalf during the term of this Agreement on social media forums, blogs or other electronic services may continue after termination of this Agreement, without the necessity of deletion or discontinuation by the Agency. The Agency will exercise reasonable efforts to provide the Client, with the Client's written request, therefore, with a user name and password access to third party social media and other electronic accounts established on behalf of the Client by the Agency. The Agency reserves the right to discontinue any blog posts displaying Client's social media content after termination of this Agreement.

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## **Google Ads**

Once the proposal, monthly advertising budget, setup fee, and monthly management fee have been agreed, The Agency will produce an invoice.

The setup fee of £100 which includes Creating Google Ads Account, selecting proper Keywords for the Client's business and Google Ads optimisations.

In addition once the proposal, monthly management and optimisation fee has been agreed (the Agency fees are £50 per hour). The Agency will keep within the agreed hours on the Client monthly Google Ads package. The Agency will produce an invoice.

As soon as the invoice has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.



Payment for setup fees (where applicable) will be in advance of the campaign being activated, therefore no research, setting up or advertising will happen until the point of payment.

Payment for the monthly management fees will be invoiced before the 1st day of each month and payment is due on the 1st of each month for the work we will be covering in the following month. After 3 months we require a standing order to be set up by the Client.

Failure to make payment within the agreed time-frame will lead to campaigns being paused and/or work being removed. The Agency reserves the right to suspend a campaign following the non-payment of fees.

This is a month-by-month account. If the Client decides to stop the campaign at any time throughout the month (if the Client has too much work), The Client will not be able to carry a credit through to the following month.

The Agency will add the Client bank account details to the Google Ads account; this is for the per click budget.

The Agency is responsible for ensuring the Google Ads spend does not go over any more than 15% of the agreed Google Ads budget.

The Client will receive monthly reports for the work.

The Google Ads account remains the property of the Agency unless otherwise agreed.

We do not receive any payment or commission from Google or any other search engine.

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## **Website Design and Development**

- Once the proposal has been agreed, a design 'start date' and 'completion date' will be provided along with a timeline of the work to be completed.
- We will provide the Client with a Schedule of Works which outlines when the Client will receive the first VERSION of the web site which contains - 'how it looks and how the Client feels it' and the final VERSION of the website. We require any changes/amendments in one WORD document no longer than 3 days after the Client received the first VERSION (or next VERSIONS) and no longer than 3 days after the Client receive the final VERSION of the website. Should there be additional changes not outlined on the WORD documents there could be additional charges for the client.
- Once the 'VERSION' of the website has been designed and agreed by the Client, if the Client decides to make changes to this aspect of the website, there may be additional charges.
- The content and feedback for the website are to be delivered by the Client at the agreed time. If the Client needs more time than the original agreement, the project can be put back, but the agreed payment will be made after the project starts.

- Any additional fees such as images or content writing will be quoted and agreed separately.
- Our standard payment terms are that we require a deposit of 50% before the commencement of the work. Then the balance is required before the website being launched or at the end of the project completion (or sooner).
- Website design does NOT include search engine optimisation (SEO).
- Our Standard Fee £50 per ONE PAGE (include standard A4 format text with 2 images and up to 5 links). The Client can order a minimum of 3 pages (for ex: about us, services/products, contact us). The price does not include Graphic Design or Editing images.
- Get a Quote for additional work.
- Our standard payment terms for website updates is that we require full payment for Ad Design or projects if it is £250 or less. This is to be paid before we start work. Over £250 we will require a deposit of 50% prior before the commencement of the work. Then the balance is required, as agreed on the proposal date, and before launch.

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## **Brand / Graphic Design**

- **Get a quote, speak** to us or write an **email**. Our Services are – *Website Design & Development, Graphic / Logo Design, Leaflet Design, Business Card Design, Brochure / Catalogue Design, Post Card Design*
- The time allowed for the design, and the number of changes included in the design, will be outlined in the proposal.
- Once the proposal has been agreed, a design 'start date' and completion date will be provided.
- We will provide the Client with a Schedule of Works which outlines when the Client will receive the first VERSION of the GRAPHIC DESIGN which contains - 'how it looks and how the Client feels it' and the final VERSION of the GRAPHIC DESIGN. We require any changes/amendments in one WORD document no longer than 3 days after the Client received the first VERSION (or next VERSIONS) and no longer than 3 days after the Client receive the final VERSION of the website. Should there be additional changes not outlined on the WORD documents there could be additional charges for the client.
- Once the 'VERSION' of the GRAPHIC DESIGN has been designed and agreed by the Client, if the Client decides to make changes to this aspect of the GRAPHIC DESIGN, there may be additional charges.
- Any additional fees such as logo design, editing images will be quoted and agreed separately.
- The content (images) and feedback for the GRAPHIC DESIGN are to be delivered by the Client on the agreed time. If the Client needs more time than the original agreement, the project can be put back, but the agreed payment will be made after the project starts.

- If the Client needs more time than the original agreement, the project can be put back, but the agreed payment will be due on the original completion date.
- Our standard payment terms are that we require full payment of the graphic design project if it is £250 or less. This is to be paid before we start work. Over £250 we will require a deposit of 50% before the commencement of the work. Then the balance is required, as agreed on the - proposal date, or before graphic design be completed.

#### Cancellation for Web Design, Ad Design, and Graphic Design

- Either party may suspend/terminate a graphic design project at any point.
- There will be no refund if cancellation takes place.

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### **Domain Name Registration/Renewals**

- Researches for Domain Name availability will be made by Client or by Agency (additional charges may take place if made by Agency)
- Domain names purchased through The Agency will be registered in the Client's name or Company name.
- the Client will need to provide full personal or company details.
- Prices will be quoted on a 'per domain name' basis.
- Payment for domain names is required before they are secured on the Client's behalf.
- The Client will be sent an invoice for the registration or renewal by the registration company of the Client's domain name. If the Client does not pay the invoice on time, the Client's domain may expire and someone else can take it.
- If the Client changes the Client email or contact details it is the Client's responsibility to notify the registration company.
- The Agency takes no responsibility for any loss of business due to the non-payment of an invoice for whatever reason.

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### **Hosting (Website, Emails)**

- Website hosting and email hosting plans will be agreed in the proposal.
- The hosting fee covers website hosting and email hosting. It is the same charge for one or both services.

- The hosting fee is to be paid monthly, quarterly on the first of the month or annually. The Client should take responsibility for such charges.
- the Client must set up a standing order to pay the regular hosting fee.
- If payments are not received on time, the HOSTING COMPANY has the right to switch off the hosting account.
- There is a reactivation fee in some HOSTING COMPANY if the account gets switched off. This fee is to be paid before the account is reactivated by the Client.
- The Agency takes no responsibility for any loss of business due to an account being switched off.
- Any HOSTING purchased through The Agency will be registered in the Client name or Company name.
- The Client will need to provide full personal or company details.
- Prices will be quoted on a 'ONE-HOSTING' basis by the hosting company.
- Payment for HOSTING is required before they are secured on the Client's behalf.
- The Client will be sent an invoice for the registration or renewal by the HOSTING company. If the Client does not pay the invoice on time, the HOSTING may expire.
- If the Client changes the email or contact details it is the Client responsibility to notify the HOSTING company.
- The Agency takes no responsibility for any loss of business due to downtime of a website or emails through third-party hosting.
- There are different levels of SSL Certificate, once the agreed SSL certificate has been decided on, an invoice will be produced. The invoice is to be paid before the SSL Certificate is purchased.

### ***Cancellation***

- Either party may suspend/terminate a hosting agreement dealing directly with the HOSTING COMPANY following the receipt of 30 days written notice or terms and conditions of the hosting company.
- It is up to the Client to cancel the standing order.

## **Social Media Advertisement & Management (Facebook Ads, Instagram Ads)**

Social content generation services (including content generation, distribution, and campaign optimization)

Once the proposal, setup fee of £100 has been agreed, the Agency will produce an invoice.

The setup fee includes Creating Facebook Business Page (Facebook Presentation) with five posts (all contents of the posts are responsible to the Client).

In addition once the proposal, monthly management fee has been agreed (the Agency fees are £50 per hour). The Agency will keep within the agreed hours on the Client monthly Social Media Advertisement package. The Agency will produce an invoice.

As soon as the invoice has been paid, the work will be booked into our work schedule and we agree to keep to the times which we have all agreed.

Payment for setup fees to THIRD PARTY (such as Facebook where applicable) will be in advance of the campaign being activated, therefore no research, setting up or advertising will happen until the point of payment.

Payment for the monthly management fees will be invoiced before the 1st day of each month and payment is due on the 1st of each month for the work we will be covering in the following month. After 3 months we require a standing order to be set up by the Client.

Failure to make payment within the agreed time-frame will lead to the Facebook campaign being paused and/or work being removed. The Agency reserves the right to suspend a campaign following the non-payment of fees.

This is a month-by-month account. If the Client decides to stop the campaign at any time throughout the month (if the Client has too much work, too busy), the Client will not be able to carry a credit through to the following month.

The Agency will add the Client bank account details to the Facebook Ads account; this is for the per click budget.

The Agency is responsible for ensuring the Facebook spend does not go over any more than 15% of the agreed Facebook budget.

The Client will receive monthly reports for the work.

The Facebook account remains the property of the Agency unless otherwise agreed.

We do not receive any payment or commission from Facebook or any other third party we use.

### ***Cancellation***

Either party may suspend/terminate this agreement following the receipt of 30 days' written notice.

It is down to the Client to cancel the standing order.

Our full Terms and Conditions at <http://www.web2make.co.uk/terms-conditions/>