

## Search Marketing Contract

This agreement is a default agreement for any client that has no existing contract. The terms of your invoice refer to this contract and is downloadable, payment of your invoice is explicit acceptance of your agreement and consent to this contract. If you possess a current (unlapsed signed contract then that shall supersede this).

### Key Details

This contract is made between:  
Maratopia Search Marketing LTD,  
[Company Number 14442536]  
And: The Client

Start Date	Taken as the first Invoice Date
Initial Term	6 Months
Renewal	Automatic 3 month renewal unless notice received
Notice Period	1 Full Calendar Month before renewal
Renewal Terms	Automatically renewing for subsequent 3 month periods
Initial SEO Billing	Per your 1st Invoice
Subsequent SEO Billing	Per subsequent Invoices, regular invoices are deemed to be a recurring , retained contract
Paid Search (Google Adwords)	: unless otherwise agreed is deemed to be the greater of our minimum fee of 3300 per month or 20% of your adword media spend
Deposit	N/A unless otherwise stated
Payment Terms	15 Days from invoice date

### Additional Clarification Notes

The service will be defined in the invoices you receive and may include Paid Search, Consultancy or SEO.

#### **SEO Kick Off**

Subject to your initial invoice and value Maratopia will update the initial search space analysis if it exists (if any changes have occurred), then in accordance with any verbal or emailed agreement perform some of all of the following in accordance with your invoice and with respect to the amount invoiced with reference to Maratopia's hourly chargeout rate at the time :

- Deliver a crawl and prioritisation list and advice
- Provide a detailed work plan for each issue / updated issue discovered
- Provide a Speed and Core Web Vitals Report and Advice
- Provide guides on Content Writing for SEO
- Provide a Content Plan including an initial template for a Category and a Blog (further templates can be provided as part of the ongoing planned works as needed)
- Agree keywords to track and KPIs or targets
- Agree the keyword / product category priorities

#### **Ongoing SEO**

- Maratopia may provide a monthly crawl report with priorities

Deliver the agreed number of work pieces depending on the agreement with your account manager, these may include:

- citations
- link building articles
- Website content pieces
- Blog pieces

We will also provide if stated on your invoice

- Account Management, Project Management, Reporting, Meetings and Strategy, Advice and Consultancy

### Monthly Services

Execution of the above will be to the extent that we agree in monthly meetings, when reviewing the proposed actions and activities, Maratopia's role is to provide advice and execute where we are needed eg in terms of expertise or capacity. Services planned , may be subsequently swapped out for other services if mutually agreed , in order to better achieve the client's goals

### Paid Search

Maratopia will:

- Review, analyse and rebuild the existing PPC campaign(s)
- Manage and optimise the campaigns including bid strategy keywords, Ad body and Ad Heading variables

Paid search will be limited to Google Adwords and Bing Adwords

This may be expanded to Display and Remarketing at the client's request.

Paid Search Accounts managed for the client or set up for the client, remain the property of the client at all times, including any time period after the contract ends or is terminated.

### Paid Search Set Up:

Paid Search Set up includes campaign creation, keyword research, ad copy, checking of analytics to ensure it is recording correctly. If there are extensive issues with the client Analytics set up we shall report and quote for additional works, if there are no analytics issues or they can be resolved within 2 hours there will be no further charges.

### Link Building / Outreach

Maratopia engages with independent websites, Editors and webmasters to secure placement of written articles with links back to your website. The websites are selected for SEO link impact on your website. The webmasters control how long the articles / links will stay live on their site, like any site they may be subject to future editorial decisions, the client accepts that this is outside of maratopia's control.

Termination of this contract does not affect the standing of the links, these remain the in the control of the webmasters and Maratopia will not seek to have any links removed subsequently.

### Content and Code

Any content or code written exclusively and specifically for the client, will become the property of the client to use how they wish, no works are subject to the term of the agreement, this explicitly refers to the writing or co writing of Blogs and other website pages

### Consultancy, Advice and Execution

To include crawls, advice, studies , competitor analysis, support as agreed with the client. The principle is to provide the client with evidence and analysis, advise on the best steps, if needed execute the actions for the client when requested or support via phone or email, to the extent that the retained time may be utilised.

### Excluded Services

Maratopia will not be responsible for the payment of any fees associated with the email providers, such as Mailchimp or to Search engines or Ad space providers like Google. These costs will be incurred by the client and paid directly to the platform by them.

## Other Services

As part of your campaign we will provide you with a monthly report, and hold a monthly call or meeting to discuss the ongoing performance. (Reports and campaign reviews may be less frequent where relevant).

Your report will be prepared at the beginning of each calendar month and sent to you by the twelfth (12th) of the month. Your account manager will subsequently arrange your review call or meeting for a convenient date and time.

## Important Contacts

You will be assigned a dedicated account manager to work on your campaign alongside your strategist and other team members.

You will be given their direct contact details and they should be your first port of call.

## Alternate contacts:

Office Phone: 01484 44 33 22

Office Email: [contractmail@maratopia.co.uk](mailto:contractmail@maratopia.co.uk)

Opening Hours: Monday to Friday; 9am to 5pm

## Cancellation

The contract will continue indefinitely past the minimum term unless the stated notice is served. Once both the notice period and the initial term have completed, the contract shall be deemed to be ended.

If no notice is received then the contract will recur subject to the renewal terms until such notice is given and the notice period served.

If you are unhappy with any aspect of your campaign, your first step should be to address these concerns directly with your account manager. We will always do our best to resolve any concerns at this stage.

For the sake of clarity, with respect to notice a "full calendar month notice" is effective from the start of the next of month, for example notice given on 26th of February comes into effect 1st March and runs for the stated period thereafter. This is because elements of the service are not divisible by days/ parts of months and many elements of a campaign may already be committed to.

## Escalation

If you are still unhappy, then please feel free to direct your concerns to our owner:

Stephen Harvey-Franklin

[steve@maratopia.co.uk](mailto:steve@maratopia.co.uk)

In the unlikely event that we are unable to resolve an issue, simply notify us in writing, indicating your desire to serve your agreed notice period. We are keen to maintain good relationships in any circumstances, and will always work to ensure a smooth handover.

## Important Provisions

### Approval

As a responsible service provider, we will always endeavour to action work in a timely manner. At times, however, our work will lead us to make suggestions and recommendations that require your approval.

We accept no liability or responsibility for work that is delayed due to awaiting approval. This includes, but is not limited to: hampered results, limited performance, and non-actioned changes.

To assist this process, we require that a single internal contact is appointed. This person will serve as the final decision maker and be authorised to provide timely approval as illustrated above. This contact must be available for consultation during normal business hours. In the absence of any other information, the person who signs this agreement will be treated as this nominated person.

### Non- Payment

Non payment does not constitute cancellation of this agreement. If you have a disagreement, complaint or issue, please bring this to our attention immediately and if need be follow the escalation procedure above.

Failure to pay on time will incur interest charges at the rate of 8% above base and shall accrue daily as set out on the government website

<https://www.gov.uk/late-commercial-payments-interest-debt-recovery/charging-interest-commercial-debt>

If the debt remains unpaid for more than 30 days past the due date, then Maratopia reserves the right to take action to collect the outstanding debt. The client shall be liable for the entire collection costs whether legal fees, collection agency fees or anything in connection with the collection of the debt that would not have normally been incurred in the normal course of business.

### Targeting & Goals

When we begin a campaign, we will agree specific targets with you. This could include, but isn't limited to, keyword rankings, goal completions, site traffic, engagement metrics, email subscribers. It is important that you make us aware at this point what your key aims for the campaign are, as we will use this as the focus of our strategy and efforts.

We will accept no liability or responsibility for perceived poor performance as a result of incorrect targeting information.

If you wish to change, update or add to your targeting at any point, you may do so by informing your account manager in writing.

### Account Access

In order to successfully carry out our work, we require full access to a number of accounts and tools. This list may include: Google Analytics; Google Ads; Google Search Console; Website CMS (such as Wordpress, Magento, Shopify, etc.); Social media accounts; Email platforms (such as Mail Chimp).

We will make you aware of the accounts we require access to, and the level of access we require at the beginning of your campaign.

In the unlikely event that you cannot, or will not, provide this access, we will provide you with relevant details to complete required actions. We will not accept any liability or responsibility for perceived poor performance, or restricted work delivered as a result of restricted account access.

### Other Charges

Maratopia reserves the right to increase its fees from time to time, after the initial term. 30 days' notice will be given.

From time to time we may recommend changes to your website, campaign or recommend alternative digital marketing strategies. We will always discuss and quote for any changes in our charges in advance, and will only proceed with your authority.

## Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of England, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

As such any disputes shall be tried under English law in English courts.

## Warranties and Indemnification

Your Company represents and warrants that it owns or otherwise has the right to use the provided SEO Content and Graphical Content and that the SEO Content and Graphical Content do not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or legal responsibilities (collectively the "Rights"). You agree to indemnify, defend and hold Maratopia and our affiliates and our officers, directors, owners, agents, information providers, affiliates, licensors and licensees (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and costs (including reasonable legal fees) incurred by the Indemnified Parties in connection with any claims by a third party that the Content violates its Rights.

Maratopia does not guarantee any volume of website traffic, any keyword rankings, any number of leads or phone calls, or any increase to revenue. Maratopia works to achieve the agreed results and goals, as highlighted by this agreement.

## Miscellaneous

### **Assignment and other dealings.**

The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

### **Notices.**

Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

### **Restrictive Covenant:**

The client may not employ or approach Maratopia members of staff or contractors to work independently of Maratopia during the term of the contract or at anytime 12 months after the contract termination. Should the client employ an Maratopia member of staff or contractor either as a freelancer or employee, the client will be liable to pay Maratopia a finders fee of 35% of their annual salary or fee.

### **Severance.**

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

### **Waiver.**

A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **No partnership or agency.**

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

**Third parties.**

A person who is not a party to the Contract shall not have any rights to enforce its terms.

**Variation.**

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

**Governing law and Jurisdiction.**

This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Signed

Signed on behalf of the client

\_\_\_\_\_

\_\_\_\_\_

S J Harvey-Franklin

Name

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

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