

## The following Terms of Service apply to the SEO and Link Building services supplied by Lancefrench.com Limited.

### Definitions

The following definitions apply to these Terms and Conditions:

**Content:** Content written by LanceFrench.com Limited or its employees, sub-contractors or consultants. This includes, but is not limited to:

- Content for articles, directory submissions, social media submissions and links.  
Keyword reports
- Content for the client's website
- Other text or images created by LanceFrench.com Limited.

**Contract:** The client's acceptance of a quotation from LanceFrench.com Limited;

**Client:** the individual or company who purchases services from LanceFrench.com Limited;

**Service:** The content writing, on-page SEO and link building services performed by LanceFrench.com Limited or its employees, sub-contractors or consultants.

**VAT:** Value Added Tax chargeable under UK law (currently 20%)

### Application of Conditions

By accepting a proposal or quote from LanceFrench.com Limited. the client agrees to these terms and conditions.

These terms and conditions shall apply to all contracts for SEO and shall prevail over inconsistent terms or conditions in client communications, including confirmation of order, briefs or acceptance of quotes by letter or email.

Proposals or quotes sent by LanceFrench.com Limited. are valid for 2 months from the date they are sent, provided that LanceFrench.com Limited. has not previously withdrawn them.

### Conditions

#### **YOU ARE PARTICULARLY RECOMMENDED TO READ CLAUSES 19 – 23, THE LIMITATION OF LIABILITY**

#### **LanceFrench.com's obligations**

- 1) Unless otherwise agreed LanceFrench.com Limited. will provide the initial content within:  
2 weeks of receipt of initial payment where the total content is under 3,000 words  
4 weeks where the total content is between 3,001 and 10,000 words  
A duration to be agreed at the time for projects of over 10,000 words.
- 2) LanceFrench.com shall use reasonable endeavours to deliver the content and links to the client within the dates specified in the proposal, quote or contract.
- 3) Should any link not meet the quality criteria provided in the proposal, LanceFrench.com Limited will replace it at no extra charge, provided they are notified by the client within 1 month of sending the link report to the client.
- 4) Should the client notify LanceFrench.com Limited. that any link has disappeared within 6 months of receipt of a specific link report, then LanceFrench.com Limited. will replace the link at no extra charge on the same or an equivalent website.
- 5) LanceFrench.com Limited is not responsible for the content or changes on third party websites.
- 6) It is acknowledged that the services provided are on a non-exclusive basis and LanceFrench.com Limited is free to supply services to other businesses of a similar or competing nature as the client.
- 7) LanceFrench.com Limited. provide no warranties or guarantees regarding the outcome of predicted results produced by any given SEO or link building campaign.

8) LanceFrench.com Limited shall have no liability to the client in the event that their service is prevented or delayed due to events or accidents beyond its control, including strikes, failure of a utility service or transport, acts of God, war or natural disasters, including those effecting its suppliers or sub-contractors.

#### **Client obligations**

9) The client shall respond promptly to requests for information from LanceFrench.com Limited. relating to the service, such as selecting keywords and specifying URLs.

10)The client shall have the opportunity to review content and provide feedback on it. Unless the client responds to the contrary within 7 days of receipt, they shall be deemed to have approved the content. LanceFrench.com Limited shall have no liability for any errors in respect of content which has been passed to the client for approval.

11)If LanceFrench.com's service is prevented or delayed by any act or omission of the client or their representatives, LanceFrench.com Limited shall not be liable for any costs incurred by the client from such prevention or delay. In particular, on-page SEO work cannot be completed until the client has provided LanceFrench.com Limited. with FTP and/or CMS login details to their site.

12)Without the written authorisation of LanceFrench.com Limited, the client shall not at any time from the start of the contract to within 6 months after the termination of the contract, offer paid work on either an employed or self-employed basis to any member of LanceFrench.com Limited's team, whether engaged as an employee or sub-contractor of LanceFrench.com Limited.

13)The client shall inform LanceFrench.com Limited of any changes to its website that may affect LanceFrench.com's ability to perform the services, including, but not limited to, changing the URLs (web addresses) of pages that LanceFrench.com Limited. are linking to.

14)The client shall keep any quotes or proposals from LanceFrench.com Limited. confidential to their employees or consultants.

#### **Payment**

15)The client agrees to pay invoices by PayPal, cheque or bank transfer at the pre-agreed dates. Unless specified separately in the contract, this is:

100% in advance of each month for ongoing SEO projects.

50% in advance and 50% within 15 days of completion for one-off projects.

16)Any overdue invoices will be subject to an admin charge of 20 Pounds and interest at 0.2% of the overdue amount per week that the payment is overdue.

17)In the event that any invoice becomes overdue, LanceFrench.com reserve the right to stop all work on the client's site until the invoice is paid.

18)UK VAT will be added to all invoices (at the current rate of 20%).

#### **Limitation of Liability**

19)This section details the complete financial liability of LanceFrench.com Limited and its employees, agents or sub-contractors in respect of:

- Any breach of the contract;
- All services provided;
- All statements and tortious acts or omissions (including negligence).

20)The position of a website with Search Engines may vary depending on changes to the content of a client's website, ongoing updates in algorithms and other sites adding or changing links to a client's site. LanceFrench.com Limited. therefore does not guarantee a benefit from their SEO and link building service and is not liable for any factors outside of their control.

21)LanceFrench.com Limited. cannot control content or other links on its partner sites. If the client would prefer that any links be removed, they should notify LanceFrench.com Limited in writing and LanceFrench.com Limited will request that the link be removed.

- 22) Nothing in these conditions limits or stops LanceFrench.com Limited's liability in the event of:
- a) Death or physical injury as a result of LanceFrench.com Limited's negligence; or
  - b) Any liability or damage incurred by the client due to fraud or fraudulent misrepresentation by LanceFrench.com Limited;

23) LanceFrench.com's maximum liability including for breach of statutory duty or negligence, misrepresentation, or otherwise resulting from their performance or services of this contract shall be limited to the fees paid for their services.

#### **Jurisdiction**

24) This contract and any legal dispute arising from it shall be governed in accordance with English law.

25) In the event that there is any claim or dispute arising from this contract, both parties shall at first attempt to reach an amicable settlement and if this cannot be achieved, shall resolve the dispute in an English court.

#### **Intellectual Property**

26) LanceFrench.com reserve the right to state that they have completed the SEO for the client's website and to include a description of the client's site, a brief summary of the work undertaken and a screenshot of the client's website on their own sites.

27) All content written or created by LanceFrench.com Limited. shall remain the intellectual property of LanceFrench.com Limited. On receipt of final payment for a given SEO project, LanceFrench.com Limited. shall licence all intellectual property rights to the client at no extra charge on a worldwide, ongoing basis. Content created by LanceFrench.com Limited. may be used as examples of work on LanceFrench.com Limited's own websites, but will not be used to promote other client sites.

28) Any content provided by the client will remain the intellectual property of the client and they agree to licence the rights to LanceFrench.com Limited. to use it as necessary to fulfil their SEO service.