

Example Digital Marketing Agency Service Agreement (Australia)

Educational Sample Only

1. Parties

This Service Agreement is made on [Date] between [Business Name] (Agency) and [Client Name] (Client).

2. Background

The Client engages the Agency to provide digital marketing services including SEO, Google Ads, Facebook Ads, Social Media Management and Content Marketing. This template is intended as an example only.

3. Scope of Services

The Agency will perform agreed services described in a proposal or schedule. Timeframes are estimates only. The Agency may recommend strategies but does not guarantee commercial outcomes.

4. Client Responsibilities

The Client will provide timely approvals, website access, brand assets and accurate information. Delays in approvals may affect delivery dates.

5. Fees & Payment Terms

Fees: [Fee] plus GST unless stated otherwise. Invoices are payable within the agreed period. Late payment may delay work. Final campaign assets will not be transferred until all outstanding invoices are paid.

6. Project Changes

Changes outside the agreed scope may require a revised quotation and delivery schedule.

7. Intellectual Property

The Client owns its existing IP. Marketing materials created under this Agreement transfer to the Client after full payment unless third-party licences apply. Advertising accounts should be created in the Client's name where practical and remain the Client's property. The Agency retains ownership of its tools, templates and methodologies.

8. Confidentiality

Both parties must keep confidential information private except where disclosure is required by law.

9. Term & Termination

This Agreement continues until ended by either party with agreed notice. Either party may terminate earlier for a material breach not remedied within a reasonable time.

10. Limitation of Liability

The Agency will exercise reasonable care but is not liable for indirect or consequential loss. Search engine rankings, advertising performance and social media reach may change due to platform algorithm updates, policy changes or market conditions. No guarantee of rankings, leads or sales is provided.

11. Dispute Resolution

The parties will attempt to resolve disputes through good faith discussions before commencing legal proceedings, except where urgent relief is required.

12. Governing Law

This Agreement is governed by the laws of the relevant Australian State or Territory nominated by the parties.

13. Signatures

Agency: _____ Date: _____

Client: _____ Date: _____

Note: This example service agreement is provided for educational purposes only and should be reviewed by a qualified Australian legal professional before use.