

Broad Town Parish Council

Parish Council Websites
227 Lichfield Road
Rushall
Walsall
West Midlands
WS4 1EATelephone: 01922 606556
Email: info@parishcouncilwebsites.co.uk

Dear Sirs,

Web site design and build for Broad Town Parish Council

Regarding the above enquiry, I am pleased to submit my quotation of **£649.00** (plus website hosting costs at **£19** per month) to the following specification:

Description

- Parish Council website designed and built site within the WordPress content management system (CMS) with no cap on number of pages.
- Ability to add video, document attachments, agenda and minute uploads as well as other common media types.
- CMS Admin area for control over content pages.
- Existing content to be migrated where required.
- Responsive site layout, meaning the site will adapt to any screen resolution and work without limitations set by a device i.e. will work on a mobile phone.
- Hosting fee of £19pcm to include daily backup, disaster recovery, additional website security, unlimited email addresses, an SSL certificate (to indicate to users the site is secure), the technical managing of the website, and core updates to WordPress as soon as they become available. General support is included in this cost.
 - Hosting fee to be locked at current rate for a minimum of three years from date of website going live.
- Training session included in price on usage of the website.
 - Additional hours for training/development time outside of the above scope is billable at a rate of £48ph.

I trust that the above meets with your approval, but should you have any queries, or require any additional information, please do not hesitate to contact me.

Hopefully our standard terms and conditions will cover any further questions you may have, however to summarise; the website and all associated information/access to software used within the website is property of the Parish Council (PC) once final payments have been received. The PC will have complete access to website hosting, website admin and any other accounts set up and created in your name. This will give the full control if for any reason in the future you are unable to get in touch with us, allowing the PC to move the website to alternative hosting if required. In the event that we, Parish Council Websites, cease to trade we will ensure that all measures are taken to assist in moving your website away from us and will fully help in this process, at least 30 days' notice will be given in these circumstances. We understand that clients occasionally no longer require our services. We would kindly request that you provide us with 30 days' notice if looking to cancel our services and move elsewhere. The 30 days are not mandatory (but are appreciated), as it would give us ample time to close down the accounts at our end hand over any account details/data that are needed. If the service is cancelled during the already paid for 12 months period, we would look to issue a refund for services unused at the pro-rata amount.

Yours sincerely,

James Lungley

The above quotation is valid for 30 days, and has been quoted, subject to sight of copy. VAT is not being charged in addition to this price. Please read our Standard Terms and Conditions, which apply to this quotation, make sure you have read and understood our conditions before placing an order.

The above estimate is based on our current understanding of the project according to the supplied brief. If the scope or requirements change Parish Council Websites reserve the right to change the estimate inline with any additional work that is required.

Retention of Title:

All goods shall remain the property of Parish Council Websites (BWP Creative Limited, trading as Parish Council Websites) until payment of all monies due to the company, are paid in full. Once payment has been received all Work is delivered to the buyer, along with all passwords, usernames and ownership of Works.

Payment terms are 30% deposit to enable the project to be booked into production. Remaining 70% payment on completion and final sign off.

Standard Terms and Conditions

The following Terms and Conditions constitute the entire agreement between the parties and supersede any previous agreements, warranties, representations, undertakings or understandings between the parties and may not be varied except in writing.

1. Definitions

- a. "Seller" means the party providing the goods or services under these terms and conditions. b. "Buyer" means the party contracting with the Seller to acquire the goods and services supplied under these terms and conditions.
- c. "Work" means all materials (by way of assets or finished product) and services supplied by the Seller to the Buyer.
- d. "Assets" means all materials produced during the design or build process including images, copy written text, Video, source code and any other assets provided for the project.
- e. "Preliminary Work" means all work done in the concept and preparatory stages.
- f. "Electronic File" means any text, illustration or other matter supplied or produced by either Party in digitised form on disc, through a modem, or by ISDN or any other communication link.
- h. "Insolvency" means the Buyer is in a position where it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him.

2. Payment

- a. Estimates are based on the Seller's current costs of production and, unless otherwise agreed in writing, are subject to amendment to meet any rise or fall in such costs that have taken place by the time of delivery.
- b. All work carried out shall be charged.
- c. Any additional work required of the Seller by reason of the Buyer supplying inadequate copy, incomplete or incorrect instructions or insufficient materials; or late delivery of the same shall be charged.
- d. Payment shall become due before delivery of the Work. The Seller, at his absolute discretion, may ask for part or full payment in advance of starting the Work.
- e. If Credit Facilities have been granted, payment is due by the end of the month following the month of Invoice. If any item(s) remain unpaid by that due date charges will apply, in accordance with s5A and/or s6 of the Late Payment Commercial Debt (Interest) Act 1998 or any subsequent enactment. In addition, *all* invoices will become due and payable immediately and will be treated as overdue items, with appropriate charges applied and all costs reasonably incurred in collecting the debt payable by the Buyer.
- f. Unless otherwise agreed in writing, the price of the Work will be "ex-works" and delivery shall be charged extra.
- g. Should the Work be suspended or delayed by the Buyer for any reason the Seller shall be entitled to charge for storage and for loss of or wastage of resources that cannot otherwise be used.
- h. Should the suspension or delay in 2(h) above extend beyond 30 days the Seller shall be entitled to immediate payment for work already carried out, materials specially ordered and any other additional costs.
- i. Images used within the site are at the cost of the Buyer and not included in the above quotation. Stock imagery can be purchased by Parish Council Websites at an additional cost.

3. Credit Facilities

Credit facilities may be granted to applicants who complete the Seller's Credit Account Application Form and who satisfy the Seller's criteria as set out from time to time. Where facilities are granted the Seller reserves the right to withdraw them at any time, without having to give their reasons and, in such a case, all outstanding invoices become due and payable immediately.

4. Delivery

- a. Delivery of the Work shall be accepted when tendered.
- b. Unless otherwise agreed in writing completion and delivery times are a guide only and, whilst the Seller will make every effort to adhere to proposed timescales, time is not of the essence in any contract with the Buyer.
- c. Unless otherwise agreed in writing, (in which case an extra charge may be made) delivery will be to kerbside at the Buyer's address and the Buyer will make arrangements for off-loading and for any additional transportation to its storage facility.
- d. Subject to any agreement as per 4(c) above, delivery involving difficult access and/or unreasonable distance from vehicular access shall entitle the Seller to make an extra charge to reflect its extra costs.
- e. Should have expedited delivery be agreed the Seller shall be entitled to make an extra charge to cover any overtime or any other additional costs.

5. Retention of Title

- a. The Work/goods remains the Seller's property until the Buyer has paid for it and discharged all other debts owing to the Seller.
- b. If the Buyer becomes subject to Insolvency and the Work has not been paid for in full the Seller may take the goods back and, if necessary, enter the Buyer's premises to do so, or to inspect and/or label the goods so as to identify them clearly.
- c. If the Buyer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for the Seller in a separate account until any sum owing to the Seller has been discharged from such proceeds.
- d. Where the Buyer is in breach of these Terms or performs any act of Bankruptcy or Insolvency the Seller reserves the right to approach the Buyer's customer and to offer the Work directly to them, notwithstanding the fact that this will involve advising the Buyer's customer that the Buyer is in breach or in default.

6. Proofs and variations

- a. The Seller shall incur no liability for any errors not corrected by the Buyer where the Buyer has been provided with proofs. The Buyer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Seller's judgement, changes therefrom made by the Buyer shall be charged extra.
- b. Where the Buyer specifically waives any requirement to examine proofs the Seller is indemnified by the Buyer against any and all errors in the finished Work.

9. Insolvency

Without prejudice to other remedies, if the Buyer becomes insolvent, the Seller shall have the right not to proceed further with the contract or any other work for the Buyer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Buyer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

10. General Lien

Without prejudice to other remedies, in respect of all unpaid debts due from the Buyer the Seller shall have a general lien on all goods and property of or provided by the Buyer in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as agent for the Buyer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the Buyer for any balance remaining be discharged from all liability in respect of such goods or property.

11. Law

These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England and the parties agree to submit to the jurisdiction of the courts of England and Wales.

12. Notices

All specifications and notices relied on by either party and all variations to this agreement must be in writing and include a duly authorised signature.

13. Consumers

Nothing in these Terms shall affect the rights of Consumers.

14. Severability

All clauses and sub-clauses of this Agreement are severable and if any clause or identifiable part thereof is held to be unenforceable by any court of competent jurisdiction then such enforceability shall not affect the enforceability of the remaining provisions or identifiable parts thereof in these Terms and Conditions.