

QUOTATION

MPG Ltd - Waltham Cross Stuart House Queensgate Britannia Road Waltham Cross Hertfordshire EN8 7TF	Attention Of: Alex Adams
	Account: MPG Ltd
	Quotation Number: ES11976
	Quotation Date: 13th July 2010
	Expiry Date: 12th August 2010

Transfer to Sitebuilder CMS

REVISED Quotation to include site redesign in line with the visuals provided and discussed last week.

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As discussed, here is our quotation for costs to transfer the existing MPG Group site to the new Content Management System - SiteBuilder.

To rebuild the existing sites with matching functionality as now, (no redesign), would include the following steps;

- Assignment of a one-time permanent* licence for SiteBuilder, with multi-user CMS access.
 - Recreation of page templates to match those currently used in the MPG Group site
 - Development of a transfer script to port the content from old to new sites.
 - Reconstruction of the existing site structures, links, rules and hierarchies in the new CMS.
 - Adding bespoke functionality to the CMS to permit content management of the homepage text and image areas
- (* while the site and CMS are hosted on Propeller's servers)

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 Registered No. 4167655

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Transfer to Sitebuilder CMS

Specification	Qty	Unit	Rate	Cost
1. Web development - Permanent multi-user licence for Sitebuilder CMS software	1.00	Item	£550.00	£550.00
2. PHP Programming - customisation of Sitebuilder to manage homepage	4.00	Hours	£65.00	£260.00
3. PHP Programming - 'Transfer script' to port content from old sites to new	4.00	Hours	£65.00	£260.00
4. PHP Programming - Reconstruct MPG site structures and Page templates in SiteBuilder	16.00	Hours	£65.00	£1,040.00
5. Design work for Web projects - To develop the visuals into a set of final artwork comprising Homepage, Case Study, Gallery and Standard page templates. Subject to two rounds of amends to be agreed with MPG.	7.00	Hours	£80.00	£560.00
6. Design work for Web projects - To develop the final artwork into completed web pages and templates and integrate with Sitebuilder CMS	20.00	Hours	£80.00	£1,600.00
7. Project Management - To coordinate the project and deliver to the agreed specification, including one further meeting with MPG.	4.00	Hours	£80.00	£320.00

CONTACT DETAILS

Greg Stewart, Director

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TERMS

- ☐ All prices quoted are subject to VAT unless stated
- ☐ All works to be carried out between the hours 8.00am - 5.30pm Monday to Friday. Work required outside of these hours and any extra works will be priced accordingly
- ☐ Our terms and conditions apply at all times
- ☐ Quotation valid for 30 days
- ☐ E&OE

SUB TOTAL	£4,590.00
VAT @ 17.5%	£803.25
TOTAL	£5,393.25

Propeller Studios - Terms & Conditions

1. DEFINITIONS

In these conditions 'the Company' means Propeller studios; 'the Customer' MPG Ltd, the person this correspondence is addressed to; 'the goods' means the services, work and materials described in the proposal.

2. GENERAL

i) These conditions are the only conditions upon which the Company does business and apply to all contracts entered into by it; no variation hereto shall be of any effect unless expressly agreed in writing by a Director of the company.

ii) These conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company: by entering into a contract with the Company the Customer agrees irrevocably to waive the applicability of any such terms and conditions.

3. PRICES

All prices are based on the Company's production costs at the date thereof and may be varied on or after the conclusion of any contract with the Customer to allow for any change in production costs including (without prejudice to the generality of the foregoing) the cost of labour materials or transport.

4. VAT

Value added tax where applicable is payable on goods and services supplied by the Company, whether or not included in the estimate.

5. PRELIMINARY WORK

All work carried out at the Customer's request, whether experimentally or otherwise, shall be charged to and paid for by the Customer.

6. PROOFS

i) All alterations and additional proofs produced at the customer's request at or after the initial proof stage, and when style, type or layout is left to the Company's discretion, any changes there from made at the Customer's request, shall be charged for and paid by the Customer.

ii) Where proofs are submitted to the Customer for approval the Company shall be under no liability whatsoever and howsoever arising for errors therein not corrected by the customer.

7. DELIVERY

i) Any time or date for delivery given by the Company is approximate only and time shall not be of the essence of any contract between the Company and the Customer.

ii) Unless otherwise specified the price quoted is for delivery to the Customers address as shown on this quotation and a charge shall be payable by the Customer for any additional costs incurred by the Company in delivering to a different address.

iii) The Customer shall accept delivery of goods and work upon tender from the Company.

iv) The Company reserves the right to make an additional charge for expedited delivery to cover any additional costs thereby incurred.

8. PAYMENT

i) Invoices will be raised against projects at the end of each month reflecting the value of work undertaken during that month. Payment for these is due within a 30 day period.

ii) Ownership of items produced will remain with Propeller Studios Ltd until such time as the final Invoice for the project has been paid.

iii) Interest will be charged on overdue accounts at the rate of 5% over the Bank of England Interest rate.

9. VARIATIONS IN QUANTITY OF PRINTWORK DELIVERED

Whilst every effort is made to deliver the exact quantity ordered by the Customer, the Company's estimates are subject to margins of 5 per cent in work of one colour only and 10 per cent for other work for overs or shortages to be charged or deducted from the price as appropriate.

10. LIMITATION OF LIABILITY BY THE COMPANY

i). Claims by the Customer against the Company must be notified in writing as follows.

a) any claim in respect of damage to, delay or partial loss of the goods in transit must be notified to the Company and the Carrier within 3 days of delivery;

b) any claim for non-delivery must be notified to the Company within 7 days of the Customer's receipt of the Company's invoice;

c) any other claim of whatsoever nature and howsoever arising must be notified within 28 days of delivery of the goods.

ii) If the Customer fails to notify any claim to the Company as aforesaid then unless a) it was impossible for the Customer so to do and b) notification was given to the Company as soon as possible the Company shall be under no liability to the Customer in respect thereof.

iii) Where the same is caused by any breach of contract or negligence by the Company its servants or agents the Company's liability:

a) for damaged or defective goods shall be limited to rectifying such damage or defect;

b) for any delay or shortfall (greater than specified in 9. above) in delivery or in non-delivery shall be limited to the contract price of the goods.

iv) Save insofar as is expressly accepted in sub-clause iii) above, the Company shall be under no liability of whatsoever nature for any loss or damage whether direct or indirect

consequential or otherwise suffered by the Customer by reason of any breach of contract negligence or other acts or omissions or defaults of itself its servants or agents or third parties or otherwise howsoever caused.

v) Upon request that we no longer host a client website, a fee will be charged, as we consider reasonable, for the work necessary in the transferring of this hosting.

11. STANDING MATERIAL

Materials owned by the Company and used by it in the production artwork, illustration, photography, plates, negatives, positives and the like shall remain its exclusive property, but if supplied by the Customer remain the Customer's property.

12. CUSTOMER'S PROPERTY

i) All property supplied to the Company by and on behalf of the Customer shall be the Customer's sole risk while in the Company's possession or in transit to or from the Customer and the Customer should insure accordingly.

ii) The Customer shall pay to the Company a reasonable storage charge in respect of any property left with the Company before the conclusion of the contract or after notification of the completion of the work.

13. MATERIALS SUPPLIED BY THE CUSTOMER

i) Where copy supplied is not clear and legible a charge shall be payable by the Customer to cover all additional work caused.

ii) The Company may reject any paper, plates or other materials supplied or specified by the Customer which it considers unsuitable and all additional costs caused thereby shall be payable by the Customer.

iii) Quantities of materials supplied by the Customer must be adequate to cover normal spoilage.

14. SUB-CONTRACTING

The Company shall be at liberty to sub-contract the work described in this estimate either in whole or in part to any person firm or company it shall think fit without notice thereof to the Customer.

15. GENERAL LIEN

The Company shall have a general lien over all goods or property in its possession belonging to the Customer in respect of all unpaid debts due to it and shall be entitled on giving 14 days notice in writing to the Customer to dispose of the same as it thinks fit and to apply the proceeds of the sale towards such debts.

16. INSOLVENCY OR BANKRUPTCY

If the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they fall due or (being a company) is deemed to be made pay its debts or has a winding up petition presented against it or (being a natural person) has a bankruptcy petition presented against them the Company shall have the right not to proceed any further with any contract between it and the Customer and shall be entitled to be paid forthwith for all costs incurred, work done and materials purchased for the Customer.

17. ILLEGAL MATTER

i) The Company may at its discretion refuse to print or reproduce any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

ii) The Customer shall indemnify the Company against all claims made against it and all costs and expenses incurred or paid by it (including any damages costs and other sums paid either on legal advice in settlement of any claim or under a court order) in respect of any illegal or libellous matter or any infringement of copyright, patent, design or other proprietary or personal rights of whatsoever nature contained in any material produced for the Customer.

18. FORCE MAJEURE

i) The Company shall be under no liability if it is prevented from or is unable to perform any obligations owed by it to the Customer for any reason beyond its control including (without prejudice to the generality of the foregoing) Act of God, legislation, executive action, war, fire, flood, drought, breakdown or any other failure of all or part of its equipment, failure of power supply, lock out, strike or other action taken by employees in furtherance of any dispute or owing to any inability to procure materials or labour required for the performance of such obligations.

ii) During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the contract any pay forthwith for any work done and materials used by the Company: failing such election the Customer shall otherwise accept delivery when available.

19. LAW

These conditions and all contracts concluded between the Company and the Customer shall be governed and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

20. COPYRIGHT AND INTELLECTUAL PROPERTY

Copyright and intellectual property over computer programmes, web programmes, CD ROMs produced by the company shall remain with the company unless specifically included within the price at quotation. The customer may use such code and or intellectual property Royalty free for a period of 999 years. When paid for the client will be provided with a copy of the source code and all content for their retention as well as a complete list of all programmes that were used to create the application. They may elect to get third parties to carry out alteration to such. However if this is the case the customer agrees to waive any guarantee express or implied given by the company with respect to the performance of the product.

21. SITE HOSTING

Site hosting is provided by Propeller Studios based upon the following conditions:

i) Hosting fee's are charged on an annual basis in advance for the full period of the hosting. They are chargeable on new accounts from the date that the site is started and a domain is available to the client for inspection of the ongoing work.

ii) Cancellation of hosting services requires one month's notice and all costs incurred in the transfer will be charged to the client.

iii) Hosting includes back up of the site in the case of loss of data. Back up is carried out on a daily basis at the end of business and is retained by ourselves for a minimum period of seven days. Restoring a Web site usually takes 24 hours and the work is chargeable if the fault is due to a client error.

22. The following rates are those charged to clients where they request work to be undertaken without quotation. They are fixed but are subject to change annually at the discretion of the company.

23. DELIVERY OF CONTENT FOR PRINTING and DELIVERY.

Whilst preparing pre qualification and tender documentation on behalf of yourselves Propeller Studios Ltd has set a deadline for completing art work, design and consultancy services of the content of submissions. We will continue work up until 24 hours prior to a submission return deadline using all of the content supplied by yourselves or produced by us up until this time. Obviously the sooner that you provide the final version of responses the greater our ability to professionally produce your submission documentation.

At this point we will inform you that the deadline has been reached and that the artwork must be transferred to the printer for the production process to be completed in sufficient time to guarantee that the document can be produced and delivered to the specified location. This applies to UK delivery.

The Company will require the instruction of a Director of your Company to continue artwork, design or consultancy services past this point and will not accept responsibility for late delivery or any charges or claims for consequential loss that may result from the non delivery or omissions from the submission document.

Please sign here to acknowledge this point _____

- Consultancy £125.00 per Hour
- Account Handler £80.00 per Hour
- Senior Designer £80.00 per Hour
- Designer £70.00 per Hour
- Development Director £80.00 per Hour
- PHP Programmer £65.00 per Hour
- Copywriting £70.00 per Hour
- Administrator £40.00 per Hour
- Training £75.00 per Hour

Materials and print are charged as invoice less VAT plus a handling charge of 20%.

Rates for work with the customer maintaining copyright are available upon request.

Acceptance of the Terms & Conditions

I have read and accept the terms and conditions set out above.

Name..... Signature..... Date.....

The person signing must be a Director, Partner or the sole trader of the customer, MPG Ltd.