

## Universal Anywhere Pay As You Go Order Forms

(Subscriptions can be cancelled by the customer at any time)

### Company/Branch Details

Company Name

Website address

### Please supply the following information:

(This information should be where enquiries/emails from the public would normally be directed)

Branch name(s)

*Please note the number of branch names specified cannot exceed the number of users ordered.*

Telephone No

Email address

### Quarterly Subscription Costs

Please tick one box below to confirm the number of users required.

#### Number of anywhere users

1 User = £105 + vat

3 Users = £315 + vat

5 Users = £450 + vat

2 Users = £210 + vat

4 Users = £420 + vat

6 Users = £540 + vat

#### These payments entitle my company to:

Telephone support, property search for my company website, uploading of property data to 2 portals (excludes portal charges), and software upgrades.

### Other services/products - Please tick if you wish to order

Rentals management users (Circle number of users required)

1 2 3 4 5 6

£30 + vat (per user per quarter)

Postcode lookup (Circle number of users required)

1 2 3 4 5 6

£60 + vat (per user per year)

Flying Start Fee (2 hours online training, 3 brochures, applicant form & web reports integration)

£199 + vat

Website design (5 page property website including 1 years hosting and domain registration)

£600 + vat

*Thesaurus Technology will contact you to establish which users require rentals management/postcode if appropriate.*

**Universal Anywhere requires Microsoft Word 2000 or newer for generating and printing documents and all PC's that access Universal Anywhere must have a valid Microsoft Word licence.**

I confirm that all PC's that use Universal Anywhere have a valid Microsoft Word licence.

Date

Signed

I have read and agree to the Thesaurus Technology terms and conditions.

Date

Signed

**On receipt of your direct debit form the relevant number of User logon's and passwords will be forwarded.**

## THESAURUS TECHNOLOGY TERMS AN CONDITIONS, WARRANTY AND LICENCE AGREEMENT

### 1. THIRD PARTY TERMS AND CONDITIONS

Products and services of Third Party Providers will be made available to you by them under separate terms and conditions notified to you by those third parties. Thesaurus Technology has no responsibility for the terms and conditions of service of Third Party Providers, or for securing any license or regulatory approval required by Third Party Providers to enable them to conduct business. The formation of contracts between you and Third Party Providers is governed by those terms and conditions. If Third Party Providers provide free services and subsequently introduce charges, Thesaurus Technology will not be held responsible for any fees to them and Thesaurus Technology may cease the supplied service to the Third Party Providers without notice. Thesaurus Technology will not be held responsible if Third Party Providers introduce advertising on their medium.

### 2. LIMITED WARRANTY

Thesaurus Technology warrants that all disks and Cd's provided are free from defects in material and workmanship, assuming normal use, for a period of 100 days from the date of purchase. Thesaurus Technology warrants that the program will perform in substantial compliance with the documentation supplied with the software product. If a significant defect in the product is found, the purchaser/renter may within 30 days of purchase/renting, return the product for a refund. In no event will such a refund exceed the purchase/rental price of the product. EXCEPT AS PROVIDED ABOVE, THESAURUS TECHNOLOGY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT. SHOULD THE PROGRAM PROVE DEFECTIVE, THE PURCHASER ASSUMES THE RISK OF PAYING THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION AND ANY INCIDENTAL OR ON SEQUENTIAL DAMAGES. IN NO EVENT WILL THESAURUS TECHNOLOGY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF THE USE OR THE INABILITY TO USE THIS PRODUCT EVEN IF THESAURUS TECHNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Use of this product for any period of time constitutes your acceptance of this agreement and subjects you to its contents.

### 3. CONTRACTUAL OBLIGATIONS

Please confirm the validity of all legal notices, contracts and standard letters produced by Thesaurus Technology with your own solicitor. All invoices and financial statements must also be checked for accuracy with your accountant.

### 4. PAYMENTS

Payments are quarterly in advance by direct debit or credit/debit card.

### 5. LICENSE AGREEMENT

This is a legal agreement between you (either an individual or an entity, hereinafter known as "Licensee"), and Thesaurus Technology (hereinafter known as "Licensor"). BY PURCHASING OR RENTING THIS SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. If you do not agree to the terms of this Agreement, you may promptly return the software within 30 days of purchase and accompanying items to Licensor for a full refund. This Agreement applies in the absence of a signed license agreement between Licensee and Licensor; any such signed license agreement shall supersede this Agreement.

### 6. TECHNICAL SUPPORT/UPGRADES/INTERNET SERVICE

Technical support for Universal Products: Licensor agrees to provide technical support to a single point of contact in the Licensee organization for the duration of the rental period. Licensee agrees to provide technical support to all other Licensee end-users. Subject to third-party supplier restrictions and charges, Licensor agrees to make available to Licensee, upon request, any maintenance releases, new and enhanced versions or upgrades of the licensed software that Licensor releases for the Windows platform for the duration of the rental period. Internet services(property search for your website, email image linking) will be supplied for the duration of the rental period. Technical support is available Mon to Fri (excluding bank holidays) 09:30 to 17:00.

### 7. SYSTEM REQUIREMENTS/ MAXIMUM USERS/MAXIMUM PROPERTIES

The minimum system requirements to run Universal Products are: Windows Vista (SP1), XP operating systems, 1 GHz processor, 512Mb of RAM, 1024X768 screen resolution, Internet connection, Microsoft Word 2000 or newer for printing. The software is limited to 300 active properties per branch. Unix systems are not supported. The number of branches supported cannot be more than the number of users activated. Each user is restricted to 1GB of storage (Disk Space on the server).

### 8. TERMINATION

The service is priced as a non-refundable service and cannot be terminated by the customer for the pre-paid period. Thesaurus Technology can terminate support/services at any time for customers deemed to be unsuitable.

### 9. USE LIMITATIONS

You may not rent, lease, lend, sublicense, time-share, distribute, sell or assign the license to use this software. NOR MAY YOU USE THIS SOFTWARE ON MORE COMPUTERS OR TERMINALS THAN YOUR LICENSE PERMITS. You may make backup copies of the software strictly for your own archival purposes. Except as explicitly permitted pursuant to this Agreement, YOU MAY NOT OTHERWISE DISTRIBUTE, COPY, REPRODUCE, SUBLICENSE, SELL OR OTHERWISE DISTRIBUTE THE LICENSED SOFTWARE. IN NO EVENT MAY YOU OR ANY OTHER PARTY MODIFY, ADAPT, TRANSLATE, REVERSE ENGINEER, DECOMPILE, DISASSEMBLE, OR CREATE DERIVATIVE WORKS BASED ON THIS SOFTWARE.

### 10. DISCLAIMER OF WARRANTY

This Software is provided AS IS. To the extent permitted by applicable law, LICENSOR AND ITS SUPPLIERS DO NOT AND CANNOT WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. Licensor and its suppliers make NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

### 11. EXCLUSION OF CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES

To the extent permissible by law, NEITHER LICENSOR NOT ITS SUPPLIERS SHALL BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, including lost profits, lost savings or other incidental or consequential damages arising out of the use of or inability to use the licensed software, even if Licensor and its suppliers have been advised of the possibility of such damages.

### 12. LIMITATION OF LIABILITY

IN NO EVENT WILL LICENSOR'S LIABILITY FOR ANY DAMAGES EVER EXCEED THE MONTHLY SUBSCRIPTION FEE.

### 13. LIMITATION ON TRANSFER OF INTELLECTUAL PROPERTY RIGHTS IN THE SOFTWARE

This software is owned by Licensor and its suppliers, and its structure, organisation and code are the valuable trade secrets of Licensor and its suppliers. The Software is also protected by the United Kingdom Copyright law and International Treaty provisions. You may not copy the software, except as provided in this Agreement. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices that appear on or in the software. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give you any rights of ownership in the trademark. Except as stated above, this Agreement does not grant you any intellectual property rights in the software.

### 14. DATE OF AGREEMENT

The "Date" of this Agreement, as used herein and in all previous and subsequent sections, shall be the day that Licensor receives the licensed software.

### 15. OTHER

If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

Company name

Contact telephone number

Company address

Contact name

Email address of your accounts department (for VAT receipts)

**INSTRUCTION TO YOUR BANK OR BUILDING SOCIETY TO PAY BY DIRECT DEBIT**



Please fill in the whole form with a ball point pen and send to:

Thesaurus Technology  
Osborne House  
20 Victoria Avenue  
Harrogate, North Yorkshire  
HG1 5QY

Originator's Identification Number

4 2 6 5 5 3

Reference (official use only)

T	T				
---	---	--	--	--	--

Please pay John Stephen Consultancy Ltd T/A Thesaurus Technology Direct Debits from the account detailed on this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with John Stephen Consultancy Ltd T/A Thesaurus Technology and if so details may be passed electronically to my Bank or Building Society.

Name(s) of Bank Account Holder(s)

Bank/Building Society Account Number

--	--	--	--	--	--	--	--

Sort Code

--	--	--	--	--	--

Name and full postal address of your Bank or Building Society

Name
Address
Postcode

Signature(s)

Date

Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

**This guarantee should be detached and retained by the Payer - The Direct Debit Guarantee**



This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

- If there are any changes to the amount, date or frequency of your Direct Debit, John Stephen Consultancy Ltd T/A Thesaurus Technology will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request John Stephen Consultancy Ltd T/A Thesaurus Technology to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by John Stephen Consultancy Ltd T/A Thesaurus Technology or your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when John Stephen Consultancy Ltd T/A Thesaurus Technology asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.