

# Universal Anywhere Pay As You Go Contract

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

## Company/Branch details

Company Name

Web site address

Please supply the following information for EACH branch the software will be loaded in:

Branch name

Tel no

Email

Branch name

Tel no

Email

Branch name

Tel no

Email

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

## Quarterly Payment Options

I have completed the Direct Debit form and enclose it with this contract for the appropriate amount (tick below)

### Number of anywhere users

1 User = £105 + vat   
2 Users = £210 + vat   
3 Users = £315 + vat   
4 Users = £420 + vat



### Number of rentals management users

1 User = £30 + vat   
2 Users = £60 + vat   
3 Users = £90 + vat   
4 Users = £120 + vat



### Number of postcode users (Prices per year)

1 User = £60 + vat   
2 Users = £120 + vat   
3 Users = £180 + vat   
4 Users = £240 + vat

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

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

Flying Start Fee

(£199 + vat Includes applicant registration form and web reports integration for your website, 3 Brochures & 2 hours online training)

Website design

(From £600 + vat including 1 years hosting and domain registration)

**Universal Anywhere utilises Microsoft Word for generating and printing documents (Word 2000 or newer is required), 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

These payments entitle my company to: Universal Anywhere Sales and Rentals system for the number of users specified, telephone support, property search for my company website, uploading of property data to 2 portals (excludes portal charges), virtual tour hosting and upgrades.

I have read and agree to the Thesaurus Technology terms and conditions and understand this agreement entitles only number of users specified above to access the software.

Date

Signed

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

If additional payments are to be made to companies other than Thesaurus Technology for services/products provided please read section 1 in the terms and conditions overleaf. All prices on this form exclude VAT.

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

### 1. THIRD PARTY CAMPANIES – SERVICES / 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. INVOICING - For customers paying quarterly by standing order an invoice will be issued quarterly in arrears.

### 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/MAXIMUM STORAGE

The minimum system requirements to run Universal Products are: Windows XP or 2003, Pentium 4 processor, 256 meg Ram, 1024X768 screen resolution, 56k modem with Internet connection, Microsoft Word 2000 or newer for printing, Internet access on each PC for email to work (AOL connectivity is NOT supported). On networked systems, the operating system on the server should be at least the same specification as the clients. 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

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

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### 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 for you Accounts Department (For VAT receipts)

This is not part of the instruction to your Bank or Building Society and must be detached by Thesaurus Technology before submission to the paying bank.

### 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  
Ashbourne House  
2 South Park Road  
Harrogate, North Yorkshire  
HG1 5QU

Originator's Identification Number

Reference (Official use only)

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Name(s) of Bank Account Holder(s)

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.

Bank/ Building Society Account Number

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Signature(s)

Sort Code

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Date

Name and full postal address of your bank or Building Society

To the Manager

Address

Postcode

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 take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- If the amount to be paid or the payment dates change 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 an error is made by John Stephen Consultancy Ltd T/A Thesaurus Technology or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.