

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 = £360 + 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), mobile property search 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)

Website design (7 page property website including 1 years hosting and domain registration)

£750 + vat

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

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 AND CONDITIONS, WARRANTY AND LICENCE AGREEMENT

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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 CONSEQUENTIAL 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 annually an invoice will be issued annually in advance. For customers paying monthly (Direct Debit only) or quarterly by standing order or Direct Debit an invoice will be issued quarterly in advance.

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 thirdparty 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, branch synchronisation, email image linking) will be supplied for the duration of the rental period.

7. SYSTEM REQUIREMENTS/ MAXIMUM USERS/MAXIMUM PROPERTIES

The minimum system requirements to run Universal Products are: Windows XP/2003/Vista/W7/W8, Pentium 4 processor, 512Mb of RAM, 1024X768 screen resolution, Internet connection, Microsoft Word 2000 for printing, Internet access on each PC for email to work (AOL connectivity is 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 / CANCELLATION / COPY of DATA

The service is priced as a non-refundable service with a 90 day notice period. Cancellation of the service by the customer must be in writing or email to Thesaurus Technology accounts department. Thesaurus Technology can terminate support/services at any time for customers deemed to be unsuitable. A copy of the customer's data can be provided for an additional fee, which will be posted out on a memory stick.

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12. LIMITATION OF LIABILITY

IN NO EVENT WILL LICENSOR'S LIABILITY FOR ANY DAMAGES EVER EXCEED THE LOWER OF SUGGESTED LIST PRICE OR ACTUAL PRICE PAID FOR THE SOFTWARE.

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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.

16. DISCLAIMER

Thesaurus Technology will not be responsible for any damages your business may suffer. Thesaurus Technology makes no warranties of any kind, expressed or implied for services we provide. Thesaurus Technology disclaims any warranty or merchantability or fitness for a particular purpose. The includes loss of data resulting from delays, nondeliveries, wrong delivery, and any and all service interruptions caused by Thesaurus Technology and its employees. Thesaurus Technology reserves the right to revise its policies at any time.

Company name

Company address

Contact telephone number

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

Service User Number

4 2 6 5 5 3

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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Sort Code

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Signature(s)

Name and full postal address of your Bank or Building Society

Date

Name

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 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.