

Sounds~Write Ltd – PO BOX 578, WIGAN, WN1 9ER

Order Form for Sounds~Write Interactive Whiteboard Presentations

Name & address we should send CD (and invoice) to:

Name:	
School/Organisation:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	
Postcode:	

Email: _____ Phone: _____

You do not have to provide an email address or phone number, but it will help if we need to contact you about your order. We will not use your details for marketing or any purpose other than fulfilling your order.

Your Purchase Order Number (if required): _____

Version for SMART Notebook <i>Compatible with SMART Notebook v.9.5 & later.</i>	Number required	Version for Activstudio by Promethean <i>Compatible with Activstudio version 3.0 & later.</i>	Number required

Cost at £235.00 per copy (inc. £35 VAT):		Cost at £235.00 per copy (inc. £35 VAT):	
---	--	---	--

Total cost:	£	
--------------------	---	--

Postage & Packing*:	£	*P&P free for orders within the UK.
--------------------------------	---	-------------------------------------

Total payable for order:	£	For orders shipping outside the UK: - please add £5.00 for P&P - the payee shall be liable for import duty/tax where applicable
---------------------------------	---	---

*Schools and other educational establishments will be invoiced normally upon delivery.
Other establishments, and individuals, please send payment with order.
Please post your order to: **Sounds Write Ltd, PO BOX 578, WIGAN, WN1 9ER**
Or fax to: **0845-121-7210***

<i>In order to proceed with the order, we require your signature to signify your acknowledgement and acceptance of the Software Licence Agreement applicable to the presentations. A copy of the agreement is printed below, and it can also be found on the CD containing the presentations. If you decide that you do not want to keep the CD or use the software, you have the right to return it to us within 14 days of despatch and pay nothing.</i>	Signature:	Position within the school named above (where applicable):
--	-------------------	---

VAT Registration: 821 2600 76

SOUNDS-WRITE LIMITED
SOFTWARE LICENCE AGREEMENT
TERMS AND CONDITIONS

1 DEFINITIONS

1.1 In this agreement the following words have the following meanings:

- “Agreement” means an agreement which incorporates the terms of this software licence agreement and made between SW and the User for the purchase of the Presentation;
- “Presentation” means an interactive whiteboard presentation in compact disc or digital video disc format supplied by SW to the User;
- “Intended Purpose” means using the Presentation in lessons for children at the Site and using the Presentation to provide training in, or demonstrations of, SW’s linguistic phonics program to teachers and/or other adults, where the User has already attended one of SW’s training courses.
- “Licence” means the non-exclusive licence granted by this software licence agreement to use the Presentation as defined in clause 2;
- “User” means the person, firm, company or other organisation purchasing the Presentation;
- “Licence Fee” means the fee paid by the User to SW in accordance with the Agreement;
- “SW” means Sounds-Write Limited and will include its employees, servants, agents and/or duly authorised representatives;
- “Site” means the User’s principle place of business, registered office or any building or structure owned or occupied by the User.

2 SCOPE OF THE LICENCE

- 2.1 The Licence granted by clause 2.2 only becomes valid on the receipt of the full Licence Fee by SW and is subject to the User’s observance at all times of the terms of this software licence agreement.
- 2.2 The Licence permits the User to install and run the Presentation upon any machine or server located at the Site for the Intended Purpose.

- 2.3 The User shall not alter, modify, disassemble, reverse engineer or decompile the Presentation (except to the extent required by law) or merge the Presentation into any other software without the prior written consent of SW. /continues...
- 2.4 The User shall only use the Presentation for the Intended Purpose. For the avoidance of doubt, the User is specifically precluded from using the Presentation to provide training in, or demonstrations of, SW's linguistic phonics program to teachers and/or other adults, if they have not already attended one of SW's training courses.
- 2.5 SW reserves all rights not expressly granted to the User.
- 3 OWNERSHIP
- 3.1 The User acknowledges that all trademarks, trade names, copyrights, patents and other intellectual property rights used in connection with or embodied in the Presentation shall be and remain the sole property of SW. The User shall not during the Licence or at any time after its expiry or termination in any way question or dispute the ownership by SW of any such rights.
- 3.2 This Licence shall not be assigned without the prior written consent of SW.
- 3.3 The User may not sub-licence, rent or sell the Presentation in any way in whole or in part either temporarily or permanently except as expressly authorised in writing by SW.
- 4 COPIES
- 4.1 The User may make up to five copies of the Presentation for back-up purposes or to enable the Presentation to be run simultaneously at the Site but such copies may only be used strictly in accordance with the terms of the Licence.
- 4.2 Additional copies of the Presentation may also be provided by SW at the request of the User on the payment by the User of a copying fee which will be no less than £20.00 plus VAT per copy. Such copies may only be used strictly in accordance with the terms of the Licence.
- 5 WARRANTY
- 5.1 The User acknowledges that software in general is not error free and agrees that the existence of such errors does not constitute a breach of this software licence agreement. If the User discovers an error which substantially affects the User's use of the Presentation and notifies SW of the error within 28 days of the date of delivery of the Presentation and returns the Presentation carriage paid SW shall at its sole option either refund the Licence Fee or use all reasonable endeavours to correct that part of the Presentation.
- 5.2 No representation, information or advice given by SW's staff shall bind SW or in any way increase the scope of the warranty or liability set out herein.
- 6 LIABILITY
- 6.1 SW shall not be liable to the User for any loss or damage to the User and/or any third party occasioned by any destruction or loss of use of the Presentation or of any systems or other software or of any computer hardware due to any error or discrepancy in the Presentation or any update.
- 6.2 Nothing herein shall be taken to limit the liability of SW in respect of death or personal injury caused by the negligence, breach of agreement or wilful acts of SW.
- 7 TERMINATION
- 7.1 The Licence shall remain effective until terminated.
- 7.2 The User may terminate the Licence at any time by destroying all existing copies of the Presentation in the possession or under the control of the User at the date of termination provided that the User shall thereupon confirm such destruction to SW in writing.
- 7.3 The Licence may be terminated forthwith by SW by written notice if the User shall commit any breach of the terms of this software licence agreement.
- 7.4 Termination shall not affect the rights and remedies which SW may have under the Licence or in law.
- 8 UPDATES
- 8.1 If the User requires the Presentation to be updated in order to make the Presentation compatible with new versions of software then SW will be entitled to charge the User a fee for supplying the appropriate update if it is available.
- 8.2 The fee payable by the User to SW for any update carried out in accordance with clause 8.1 shall not be less than £30.00 plus VAT. The updated Presentation shall be supplied by SW in either compact disc or digital video disc format.
- 9 GENERAL
- 9.1 The User shall indemnify SW against any claims demands proceedings expenses legal costs and interest arising directly or indirectly out of any breach by the User of any of the terms of this software licence agreement.
- 9.2 The User shall be liable for the acts and/or omissions of its employees, agents, servants and/or subcontractors as though they were its own acts and/or omissions under this software licence agreement.
- 9.3 No waiver by SW of any breach of this software licence agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 9.4 If any provision is held by any competent authority to be unenforceable in whole or in part the validity of the other provisions of this software licence agreement and the remainder of the affected provision shall be unaffected and shall remain in full force and effect.
- 9.5 All third party rights are excluded and no third parties shall have any rights to enforce the software licence agreement.
- 9.6 This software licence agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes any previous agreement between them relating to such subject matter. No variation of this software licence agreement shall be valid unless it is in writing and signed by duly authorised representatives of both parties.
- 9.7 This software licence agreement shall be governed by and construed in accordance with the Laws of England.

Thank you for your order!

If you would like more information about Sounds~Write, please visit our website: www.sounds-write.co.uk

Prices & details on this form are valid until 31st December 2010; please download a new order form from our website to make an order after this date.